

**VALLECITO UNION SCHOOL DISTRICT**

There will be a regular meeting held by the Vallecito Governing Board at the  
**Vallecito District Office Conference Room**  
4545 B Moran Road, Avery, CA

May 11, 2022

**4:00 – 4:05 p.m.- Regular meeting call to order** *(for the purposes of opening the meeting and accepting public comments on closed session items only)*  
Google Meet joining info  
Video call link: <https://meet.google.com/qme-yqoc-usp>  
Or dial: (US) +1 209-850-2295 PIN: 465 776 834#

**4:05 - 5:30 p.m. – Closed Session**

**5:30 p.m. Public Session** *(time is approximate - open session agenda items and public comment)*  
Google Meet joining info  
Video call link: <https://meet.google.com/qme-yqoc-usp>  
Or dial: (US) +1 209-850-2295 PIN: 465 776 834#

**I. PUBLIC SESSION CALLED TO ORDER**

**II. ESTABLISHMENT OF QUORUM**

**III. APPROVAL OF AGENDA** - *Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda.*

**Motion:                      Second:                      Vote:**

**IV. PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA**

**V. CLOSED SESSION**

ADMINISTRATION

Public Employee Performance Evaluation – Superintendent

PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE

PUBLIC EMPLOYEE APPOINTMENT

Power Summer School Staff

**VI. OPEN PUBLIC SESSION**

Pledge of Allegiance

Board Report of action, if any, taken during closed session

**VII. RESOLUTION # 21-22-24 AB 361 -EXTENSION OF TELECONFERENCE FLEXIBILITY DURING PROCLAIMED STATE OF EMERGENCY (Government Code section 54953(e)(3))**

The board will consider extending the time period for teleconferencing without complying with the usual requirements of Government Code section 54953(b)(3) by reconsidering the circumstances of the state of emergency and making a finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing. This resolution provides further clarification and transparency regarding this action. Page 1

**Motion:**

**Second:**

**Roll Call Vote:**

**VIII. PRESENTATIONS**

- A. Presentations by Student Leadership teams from each school site: Hazel Fischer, Avery Middle, Michelson
- B. Presentation by Superintendent Tom Hoskins regarding Summer Power School - Page 3

**IX. PUBLIC COMMENT**

*Up to fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board on items not listed on the agenda and within the jurisdiction of the School Board. Speakers are limited to 3 minutes. The Governing Board is prohibited by Brown Act from considering items or taking action on matters not listed on the agenda.*

**X. ANNOUNCEMENTS, REPORTS AND COMMUNICATIONS**

**VTA Representative -**

**CSEA Representative –**

**Board Members –**

**Superintendent –**

*Government Code Section 54954.3 provides that the public will have an opportunity to address the Board on any item described on a regular or special meeting either before or during the consideration of that item. The Board reserves the right to limit the time of presentation by individual and cumulative (BB 9323)*

**XI. REGULAR AGENDA ITEMS**

**A. CONSENT AGENDA**

All matters listed under Consent Agenda are considered to be routine and all will be enacted by one motion and voice vote. There will be no separate discussion of these items unless the Board of Trustees requests items to be removed from the Consent Agenda for separate action. Any items will be considered after the motion to approve the Consent Agenda.

- A.1 Warrants – Page 4
- A.2 4/20/22 Regular meeting minutes – Page 7
- A.3 2022 – 2024 Teachers College of San Joaquin Teacher Induction Program Agreement – Page 12
- A.4 2022 – 2023 Agreement with Lozano Smith, Attorneys at Law – Page 16
- A.5 Probationary Classified Employment Confirmations – Page 28

**Motion:                      Second:                      Roll Call Vote:**

- A.6 Discussion / action on items removed from the Consent Agenda

**Motion:                      Second:                      Roll Call Vote:**

**B. PERSONNEL**

- B.1 Board’s consideration for AB1200 Fiscal Disclosures for 2022-2023 for the following personnel groups: - Page 34

The AB1200 is the Fiscal Disclosure and summary of the fiscal impacts related to the increase of 2% on the salary schedules and \$250 increase to the district health and welfare contribution:

- ✓ Vallecito Teachers Association
- ✓ California School Employees’ Association – Chapter 748
- ✓ Unrepresented

**Motion:                      Second:                      Roll Call Vote:**

- B.2 Board’s consideration for 2022-23 Tentative Agreements and salary schedules for the following bargaining unit associations and unrepresented group: - Page 43

- Vallecito Teachers Association
- California School Employees’ Association – Chapter 748
- Unrepresented

**Motion:                      Second:                      Roll Call Vote:**

**B.3 Board's consideration to appoint the following Summer Power School positions:**

- ✓ *Lori Alexander* – Power School Teacher – HFE
- ✓ *Jessica Plowman* – Power School Teacher - HFE
- ✓ *Laura Oliver* – Power School Teacher – AME
- ✓ *Shonna Lewis* – Power School Teacher – AME
- ✓ *Justin Savaso* – Power School Teacher – AMS
- ✓ *Carly McClure* – Library / Para – HFE / AME
- ✓ *Debra Rocco* – Paraeducator – AME
- ✓ *Donna Hester* – Paraeducator - HFE
- ✓ *Mark St. Louis* - Paraeducator at TBD

**Motion:**                      **Second:**                      **Roll Call Vote:**

**C. BOARD POLICY REVIEW / ADOPTION**

**3rd Reading** – Board's consideration to adopt revised board policy and administrative regulation: -  
Page 63

BP/AR 6112 – School Day  
BP/AR 6143 – Courses of Study  
BP/AR 6158 – Independent Study

**2nd Reading** – Page 105  
BP 6170.1 – Transitional Kindergarten  
BB 9320 – Meetings and Notices

**Motion:**                      **Second:**                      **Roll Call Vote:**

**XII. ADVANCED PLANNING**

District Office Conference Room – Board Meetings  
June 8, 2022 / June 22, 2022

**Items for agenda -**

- Personnel
- LCAP Review Summary / Approval
- Budget Review / Approval
- Policy

**XIII. ADJOURNMENT**

*In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary Cheryl Boyd at 209-795-8503 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.*

*Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 4545 B Moran Road, Avery, CA during normal business hours. In addition, such writings and documents may be posted on the district's website at: [www.vallecitok12.com](http://www.vallecitok12.com)*

**VALLECITO SCHOOL DISTRICT  
RESOLUTION # 21-22-24**

**AUTHORIZING USE OF REMOTE  
TELECONFERENCING PROVISIONS (AB 361)**

**WHEREAS**, the Governing Board of the Vallecito School District (“Governing Board”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

**WHEREAS**, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

**WHEREAS**, the Governing Board recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

**WHEREAS**, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

**WHEREAS**, on September 16, 2021, the California Legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, in order for the Governing Board to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings, allowing the Governing Board to conduct teleconferenced meetings for a period of thirty (30) days; and

**WHEREAS**, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

**WHEREAS**, the Governing Board hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

**WHEREAS**, on May 11, 2022, the Governing Board took action to use teleconferencing to conduct its meeting under AB 361; and



**WHEREAS**, in the interest of transparency, the Governing Board has an interest in adopting a formal resolution concerning its decision to allow its meetings to take place via teleconference under AB 361.

**NOW THEREFORE, BE IT RESOLVED**, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

**BE IT FURTHER RESOLVED**, that the Governing Board has determined that given the state of emergency, holding in-person meetings would present imminent risks to the health or safety of attendees for the next thirty days while staff prepares for members of the public to return in-person.

**BE IT FURTHER RESOLVED**, that the actions taken by the Governing Board through this Resolution may be applied to all District committees governed by the Brown Act unless otherwise desired by that committee.

**BE IT FURTHER RESOLVED**, the Governing Board authorizes the Superintendent or his designee(s) to take all actions necessary to conduct Governing Board meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from May 11, 2022, the date the Board initially took action under AB 361 to move to teleconferencing, after which the Governing Board will reconsider the circumstances of the state of emergency.

**BE IT FURTHER RESOLVED**, if the Governing Board does not make findings consistent with Government Code 54953(e)(3) within a period of thirty (30) days from May 11, 2022, the Governing Board meetings will be conducted in-person, including members of the public. All state and local health guidelines, including masking mandates will be strictly enforced.

**PASSED AND ADOPTED** by the Vallecito School District Governing Board on this 11th day of May 2022, by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

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Clerk of the Board  
Vallecito Governing Board  
Calaveras County, California



## Power School Proposal

### Staffing:

School Site	Teacher	Para	Grades Served	# of Students
AME	Laura Oliver	Deb Rocco	2-3 grades	Maximum 20
	Shonna Lewis		4-6 grades	Maximum 20
HFE	Lori Alexander	Donna Hester	4-6 grades	Maximum 20
	Jessica Plowman		2-3 grades	Maximum 20
AME/HFE		Carly McClure	Both school Sites – all grades	Providing STEAM activities to all students
AMS	Justin Savaso	Mark St. Louis	TBD	Maximum 20

### PRE/POST Assessments:

- Spelling Inventory will be given to students confirmed attending (ideally last week of school)
- STAR Reading diagnostic will be reviewed
- Math Foundations Assessment (teachers at AME will develop a brief assessment)

Snacks: Provided

### Academic Focus Areas:

- Currency, basic math facts, adding subtracting (Each site will have a student store, student will earn money, keep a ledger and purchase items as part of the curriculum)
- Wordly Wise for ELA and vocabulary development
- Minecraft for spatial reasoning, math concepts
- Daily Wordle Challenge
- STEAM Lessons (Steam on Demand) led by Carly
- Boom whacker music time

### Enrichment/Engagement:

- In addition to the above described activities and lesson plans, water stations will be set up for outside recess time.

### Targeted Students:

- Identified by assessment data and recommendation by teachers
- One or more years below grade level
- Commitment to attending the program
- Positive attitude and behavior that will engage in the summer session

Checks Dated 04/13/2022 through 04/28/2022							
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount	
05070148	04/13/2022	AMAZON CAPITAL SERVICES, INC	01-4300	AMS CLASSROOM SUPPLY ORDER	393.77		
				AMS MASK SUPPLY ORDER	127.47		
				AMS NURSE SUPPLY ORDER	153.48		
				COUNSELOR SUPPLY ORDER	154.06		
				HFE NURSES SUPPLY ORDER	99.66		
				HFE WINTERCREEK 21 SUPPLY ORDER			
				R WILLIAMS ATHLETIC SUPPLY ORDER	53.52		
			13-4300	HFE KITCHEN SUPPLY ORDER	467.58	1,449.54	
05070149	04/13/2022	Big Trees Market	01-4300	District Office Supplies		94.58	
05070150	04/13/2022	Calaveras Public Power Agency	01-5510	Electricity Service		7,139.40	
05070151	04/13/2022	CDW, GOVERNMENT	01-4300	TECHNOLOGY SUPPLIES FOR CAMERAS		565.51	
05070152	04/13/2022	Columbia Communications, Inc	01-5960	Bus Radio Services		395.00	
05070153	04/13/2022	Dale Scott & Co., Inc.	01-5800	Continuing Disclosure Fee for Reporting		1,900.00	
05070154	04/13/2022	Ebbetts Pass Gas Service	01-4321	Gas & Propane Service	1,033.24		
				01-4322	Gas & Propane Service	2,524.01	
				01-5515	Gas & Propane Service	3,797.06	7,354.31
05070155	04/13/2022	MCCOY TRUCK TIRE SERVICE	01-4300	Transportation		248.59	
05070156	04/13/2022	Office Depot	01-4300	21/22 Office Supplies	217.15		
				AME CLASSROOM SUPPLY ORDER	116.05		
				AME CLASSROOM SUPPLY ORDER	349.12		
				AMS CLASSROOM SUPPLY ORDER	250.47		
				AMS OFFICE SUPPLY ORDER	202.38		
				HFE CLASSROOM SUPPLY ORDER	442.84	1,578.01	
				05070157	04/13/2022	Red Store (the)	01-4300
05070158	04/13/2022	San Joaquin County Office Ed	01-4300	21/22 Medi-Cal Billing Services		75.00	
05070159	04/13/2022	SCHOOLS LEGAL SERVICE	01-5200	LEAVE LAW WORKSHOP (VIRTUAL)		60.00	
05070160	04/13/2022	Sysco Foods	13-4300	Food & Paper Goods	2,593.02		
				13-4700	Food & Paper Goods	21,544.59	24,137.61
05070161	04/13/2022	Toshiba Financial Services	01-5600	Copy Machines Lease		2,594.39	
05070162	04/13/2022	TRACEY R. IMSLAND	01-5800	SPECIAL CONTRACT SERVICES		2,835.00	
05070163	04/13/2022	Tuolumne JPA	01-5800	PR-EMPLOYMENT PHYSICAL		102.00	
05070164	04/13/2022	U.S. Bank St. Paul	01-5800	21/22 Bond Fees03/01/22-08/31/22		425.00	
05070309	04/20/2022	KIM GRIFFITHS	01-5800	BARTON SERVICES FOR STEVEN SCHULZ REIMBRUSEMENT		390.00	
05070310	04/20/2022	KRISTEN KARDAS	01-5210	MILEAGE REIMBURSEMENT FOR BRAYDEN KARDAS		319.18	
05070311	04/20/2022	A-Z Bus Sales, Inc-Colton	01-6400	2022 BLUE BIRD T3RE 3904 BUS		181,750.37	

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

Checks Dated 04/13/2022 through 04/28/2022						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
05070312	04/20/2022	Albert Michelson School	01-4300	TRANSFER SIPPS FUNDS TO AME ASB ACCT.		3,239.62
05070313	04/20/2022	KIT LASEE FENCING DBA: ALDERSON FENCING	25-5800	FENCING ALONG RANLETT PROPERTY		9,800.00
05070314	04/20/2022	AMAZON CAPITAL SERVICES, INC	01-4300	AMS ATHLETIC SUPPLY ORDER	461.89	
				AMS CLASSROOM SUPPLY ORDER	177.15	
				AMS CLASSROOMS SUPPLY ORDER	754.70	
				AMS OFFICE SUPPLY ORDER	365.22	
				HFE WINTERCREEK 21 SUPPLY ORDER	1,543.32	3,302.28
05070315	04/20/2022	Bank Of America	01-4200	OFFICE, MEETING & CLASSROOM SUPPLY ORDER, MAINT,	276.60	
			01-4300	OFFICE, MEETING & CLASSROOM SUPPLY ORDER, MAINT,	5,084.45	
			01-5800	OFFICE, MEETING & CLASSROOM SUPPLY ORDER, MAINT,	69.00	5,430.05
05070316	04/20/2022	CAL-WASTE RECOVERY SYSTEMS,LLC	01-5535	Trash & Recycling		2,312.70
05070317	04/20/2022	Calaveras County Office Of Ed	01-5855	21/22 FINGERPRINTING		350.00
05070318	04/20/2022	Calaveras Enterprise, Inc.	01-5800	Ads for Publication		252.00
05070319	04/20/2022	DAVID EDWARDE ADAMS DBA: D.E.A.R.S.	01-5800	SPECIAL CONTRACT SERVICES		360.00
05070320	04/20/2022	El Dorado Septic Service, Inc	01-5800	Services for the Avery Track Meet		541.61
05070321	04/20/2022	Gateway Press, Inc.	01-4300	Misc. Printing Supplies		69.17
05070322	04/20/2022	Hazel Fischer School	01-4300	TRANSFER SIPPS FUNDS TO HFE ASB ACCTS		3,239.63
05070323	04/20/2022	Office Depot	01-4300	21/22 Office Supplies	301.58	
				AMS STUDENT COUNCIL SUPPLY ORDER	242.09	543.67
05070324	04/20/2022	Power Business Technology, LLC	01-5600	COPY MACHINE LEASE		3,773.31
05070325	04/20/2022	Speech Therapy Services	01-5800	Speech Therapy Services		17,360.00
05070326	04/20/2022	Tifco Industries	01-4300	Misc. Transportation Supplies		107.70
05070327	04/20/2022	Union Democrat (the)	01-5800	Ads for Publication		270.00
05070328	04/20/2022	Union Public Utility District	01-5540	AME Water Service		139.48
05070527	04/27/2022	AMAZON CAPITAL SERVICES, INC	01-4300	AMS CLASSROOM SUPPLY ORDER	4.95	
				HFE MAINT / GIUFFRA	54.66	
				HFE WINTERCREEK 21 SUPPLY ORDER	64.00	
				SAFETY VEST FOR AME	64.32	187.93
05070528	04/27/2022	AT&T	01-5930	Telephone Service		736.30
05070529	04/27/2022	California's Valued Trust	01-3402	HEALTH BENEFITS	1,384.54	
			01-3701	HEALTH BENEFITS	357.23	
			01-9553	HEALTH BENEFITS	69,422.75	71,164.52

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

ESCAPE ONLINE

Checks Dated 04/13/2022 through 04/28/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
05070530	04/27/2022	Columbia Communications, Inc	01-5960	Bus Radio Services & BATTERIES	370.28	
				HFE RADIO SUPPLY ORDER	3,497.64	3,867.92
05070531	04/27/2022	LOZANO SMITH, LLP	01-5820	Legal Services		6,922.50
05070532	04/27/2022	RANDIK PAPER	01-4300	JANITORIAL SUPPLIES		4,089.96
05070533	04/27/2022	Stanislaus County Office of Ed	01-5800	Audiological Testing of Students		1,400.40
VCH-00000107	04/20/2022	Nicotero, Scott A	01-5200	ACSA SPRING CONF. MEALS		102.00
VCH-00000108	04/20/2022	Fausel, Raymond A	01-5200	ACSA SPRING CONF MEALS		102.00
VCH-00000109	04/20/2022	O'Geen, Joshua J	01-5200	ACSA SPRING CONF MEALS		102.00
VCH-00000110	04/20/2022	Hoskins, Thomas W	01-5200	ACSA SPRING CONF MEALS		102.00
<b>Total Number of Checks</b>					<b>48</b>	<b>373,523.14</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	46	339,117.95
13	CAFETERIA FUND	2	24,605.19
25	CAPITAL FACILITIES FUND	1	9,800.00
Total Number of Checks		<b>48</b>	<b>373,523.14</b>
Less Unpaid Sales Tax Liability			<b>.00</b>
<b>Net (Check Amount)</b>			<b>373,523.14</b>

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

**VALLECITO UNION SCHOOL DISTRICT**

Minutes of the Regular Meeting

4/20/22

**PUBLIC SESSION CALLED TO ORDER** – President Dyken called the public meeting to order at 4:20 p.m.

**ESTABLISHMENT OF QUORUM –**

Mark Dyken – President  
Jessica Hitchcock  
Shannon Simpson  
Susan Singleton

**ADMINISTRATION TEAM PRESENT –** Superintendent Tom Hoskins  
Gretchen McReynolds, CBO / Director of Operations

**STAFF PRESENT -** Cheryl Boyd, Administrative Assistant / HR

**APPROVAL OF AGENDA -**

**Motion:** Hitchcock                      **Second:** Singleton                      **Vote:** 4-0

**PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA -** None

**CLOSED SESSION**

ADMINISTRATION

Public Employee Performance Evaluation – Superintendent

PERSONNEL

Public Employee Appointment  
Speech Therapist position  
Track & Field Coach positions  
Food Service Positions

Public Employee Discipline / Dismissal / Release

CONFERENCE WITH LABOR NEGOTIATOR – SUPERINTENDENT TOM HOSKINS

Vallecito Teachers' Association  
California School Educators' Association – Chapter 748  
Unrepresented Groups

**OPEN PUBLIC SESSION** – President Dyken re-convened the open meeting at 5:35 p.m. and reported the following action was taken in closed session:

A motion was made by board member Singleton, seconded by board member Simpson to accept the resignation of a Licensed Professional position, effective June 6, 2022. Motion passed unanimously.

A motion was made by board member Singleton, seconded by board member Simpson to accept the resignation of a Classified Paraeducator, position #135, effective May 25, 2022. Motion passed unanimously.

A motion was made by board member Singleton, seconded by board member Simpson to accept the resignation of a Classified Custodian, position #151, effective April 18, 2022. Motion passed unanimously.

**ADMINISTRATION PRESENT:** Scott Nicotero, Principal – Avery Middle School  
Dr. Ray Fausel, Principal – Hazel Fischer Elementary  
Josh O'Geen, Principal – Michelson Elementary

**STAFF PRESENT:** Tobie Doyle, Oleta Piecuch, Colette Scales, Stephanie Nelson, Lea-Marie Paar, George Solis, Linda Miller, Jenine Frost

**OTHERS PRESENT:** Mark Farrell, Shannon Guzzetta, Marie-Elena Schembri, Terry McBride, Pam Bowman, Rob & Barb Hecoeks, Katherine Flagg, Amanda Monaco, Janine Sobala

**RESOLUTION # 21-22-20 – AB 361 -EXTENSION OF TELECONFERENCE FLEXIBILITY  
DURING PROCLAIMED STATE OF EMERGENCY (Government Code section 54953(e)(3))**

The board will consider extending the time period for teleconferencing without complying with the usual requirements of Government Code section 54953(b)(3) by reconsidering the circumstances of the state of emergency and making a finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing. This resolution provides further clarification and transparency regarding this action.

**Motion:** Simpson

**Second:** Singleton

**Vote:** 4 aye - 0

**RESOLUTION # 21-22-19 – BOARD VACANCY RESOLUTION: PROVISIONAL APPOINTMENT**

We have a vacancy resulting in the resignation of Tom Pratt on March 17, 2022. The district is authorized to make a provisional appointment to fill this vacancy and advertised for candidate applications.

**Motion:** Singleton

**Second:** Hitchcock

**Roll Call Vote- 4 aye – 0:** Simpson, Hitchcock, Singleton, Dyken

**BOARD MEMBER INTERVIEWS – Tom Hoskins, Secretary to the Governing Board, facilitated the Provisional Appointment process**

The Governing Board interviewed candidate Jodi Sledge and made a motion to appoint this Jodi for the Provisional Appointment to the Governing Board pursuant to Education Code section 5091. Jodi shall serve until the first Friday in December of 2022, unless a Special Election is called for pursuant to Education Code section 5091, subdivision (c)(1), following notice to the public of the Provisional Appointment.

**Motion to appoint Jodi Sledge:** Hitchcock

**Second:** Simpson

**Roll Call Vote – 4-aye – 0:** Simpson, Hitchcock, Singleton, Dyken

1. Elect a Board Clerk from its members.

**Nomination to appoint Shannon Simpson:** Singleton

**Second:** Hitchcock

**Roll Call Vote – 4 aye – 1 abstain-appointee Simpson:** Hitchcock, Sledge, Singleton, Dyken

2. Designate Board Committee Representatives

**Motion:** Singleton

**Second:** Simpson

**Roll Call Vote – 5-aye – 0:** Simpson, Hitchcock, Sledge, Singleton, Dyken

**PRESENTATIONS / DISCUSSION**

- A. Mark Farrell, Financial Advisor with Dale Scott & Company presented a report on the Sale of the 2018 Series A Bonds
- B. Principal Ray Fausel gave a presentation regarding the purchase and installation of an electronic marquee at Hazel Fischer Elementary
- C. Superintendent Tom Hoskins gave a presentation on an overview of the Curriculum & Instruction (C&I) Committee

**PUBLIC COMMENT –** Members of the audience who made public comments were Rob Hecoeks, Pam Bowman and Terry McBride.

A motion was made by Hitchcock, seconded by Simpson to move item XV. A. for action at this time. Action will be reported in the regular agenda order.

**Motion:** Hitchcock

**Second:** Simpson

**Roll Call Vote – 5 Aye - 0 -** Simpson, Hitchcock, Singleton, Sledge, Dyken



## ANNOUNCEMENTS, REPORTS AND COMMUNICATIONS

**VTA Representative** – Tobie Doyle, VTA President welcomed Jodi Sledge as the newest board member, VTA leaders and members are looking forward to getting to know you, finishing up negotiations – thank you to the district team and board support for a pleasant process, track and field dedication to Ed Martin will be held on April 28<sup>th</sup> before Sport-O-Rama, this is a crazy time for teachers.

**Management** – George Solis, Manager of M & O, reported on maintenance items district wide.

**Board Members** – **Simpson** – site visits, Proud Pony assembly; **Hitchcock** – orientation w/ Mr. Hoskins, met w/ Susan Singleton, site walk arounds and classroom visits, Top Trojan @ AME, debrief with David Bartley- Inspirational Speaker, grateful and excited to be a part of the board; **Sledge** – Proud Pony assembly, book fair; **Singleton** – David Bartley assembly, various other assemblies, met with Jessica Hitchcock, HFE Parent Club meeting – amazing parent involvement, board agenda review; **Dyken** – pleased to hold meeting in person, appreciation to all staff, Principals for the hard work following the mandates, appreciate the attendance by all of the public participants.

**Superintendent** – Welcome to Jodi Sledge, our newest board member. A makeup day was held on March 18<sup>th</sup> and attendance was overall better than we may see in June. Visiting classrooms around the District, I observed our students engaged with learning.

8th grade students were reading passages from William Shakespeare and reflecting on the meaning behind the words.

6th grade students were challenged to write a linear equation during Math period when given a set of X and Y values.

7th grade students were taking their US Constitution exam after completing the Social Studies Unit.

At the elementary level, students were excited to share their reader's theater play with me, show me the sun flower art project they finished during art time, and tell me all about how they gain points using reflex math to practice math facts.

On the sports front, both our 6th grade and 8 grade volleyball teams got first place in the end of year tournament.

The first practice track meet was held on April 8th and was a successful event with great weather. A big shout out to all the AMS staff, coaches, custodians and maintenance staff that all rallied to make the event go smoothly.

Our manager of maintenance and operations is working on additional security (including cameras) for the AMS track and field, that will allow us to open summer, afterschool and on weekends.

Since the mask mandate was lifted on March 14th, there has not been as much COVID news. It was announced last Thursday, that the Senate Bill 871, introduced by Senator Pan, that would have required students to be vaccinated will not be moving forward this year.

Recently I have had conversations with a couple parents about starting a Superintendent/Parent Liaison Advisory group. This would be different from our Parent Clubs that focus more on the school site and fundraising for classrooms. I am looking forward to setting this up for the future.

We are finalizing dates at each school site to hold LCAP stakeholder meetings. This is an opportunity for parents and community to provide input about actions and goals to support our students and meet our District Goals. We will send out notification and invite everyone to attend these meetings the end of April and beginning of May.

Once school is out, we will be offering Power School (June 13 – July 1) to select students that would benefit.

It is always busy at the end of the year, but there are a lot of fun events and activities planned to finish the year on a high note.

## REGULAR AGENDA ITEMS

### A. CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine and all will be enacted by one motion and voice vote. There will be no separate discussion of these items unless the Governing Board requests items to be removed from the Consent Agenda for separate action. Any items will be considered after the motion to approve the Consent Agenda.

A.1 Warrants

A.2 2/16/22 and 3/9/22 Regular meeting minutes

A.3 2/23/22 and 3/2/22 Special meeting minutes

A.4 Quarterly Williams Uniform Complaint Report for Jan – Mar 2022



- A.5 Resolution # 21-22-16 – Establishing a Fund 51 for the Vallecito Union School District 2018 Bond Series A
- A.6 Resolution # 21-22-18 – Proclamation Declaring April 2022 as “Be the One” Month in Calaveras County
- A.7 Resolution # 21-22-21 - National Teacher Appreciation Week
- A.8 Resolution # 21-22-22 – Classified School Employees’ Week
- A.9 Accept the following community donations / shares / rebates:
- \$100 from Kristin & Chris Walker to the AME Library
- Motion:** Simpson      **Second:** Hitchcock  
**Roll Call Vote – 5-aye – 0:** Simpson, Hitchcock, Sledge, Singleton, Dyken

#### GENERAL BUSINESS / FINANCE

- A. Declaration of Need for Fully Qualified Educators – Compliance with the California Commission on Teacher Credentialing requirement to submit an annual Declaration of Need to continue employment of staff that are not fully credentialed for the 2022 – 2023 school year.  
**Motion:** Singleton      **Second:** Sledge  
**Roll Call Vote – 5-aye – 0:** Simpson, Hitchcock, Sledge, Singleton, Dyken
- B. Summary Statement for resolution and attached documents  
Resolution # 21-22-23 – Resolution of the Governing Board of the Vallecito Union School District authorizing the issuance and sale of not to exceed \$11,000,000 aggregate principal amount of bonds of Vallecito Union School District by negotiated sale, prescribing the terms of sale, approving the form of and authorizing the execution and delivery of an escrow agreement, a bond purchase agreement and a continuing disclosure certificate, approving the form of an official statement for the bonds, and authorizing the execution of necessary documents and certificates and related actions. Page 37
- Bond Purchase Agreement
  - Escrow Agreement
  - Continuing Disclosure Certificate
  - Preliminary Official Statement
- Motion:** Hitchcock      **Second:** Singleton  
**Roll Call Vote – 4-aye** Simpson, Hitchcock, Singleton, Dyken – **1 abstain:** Sledge
- C. Approval of Second Interim Financial Report for Fiscal Year 2021-22 – Gretchen gave a presentation of the 2<sup>nd</sup> Interim report  
**Motion:** Hitchcock      **Second:** Singleton  
**Roll Call Vote – 4-aye** Simpson, Hitchcock, Singleton, Dyken – **1 abstain:** Sledge
- D. Request for approval of the following repair bids:
- Hankin Specialty Elevators for wheelchair lift replacement at AMS for \$ 32,379
  - Interstate Truck Center for the engine replacement of bus # 10 - \$43,913.50
- Motion:** Simpson      **Second:** Sledge  
**Roll Call Vote – 5-aye – 0:** Simpson, Hitchcock, Sledge, Singleton, Dyken

#### PERSONNEL

- A. Board’s consideration to appoint the following personnel assignments:
- Wendy Lunsford for Speech Therapist position, effective the 2022 – 23 school year
  - Katherine Flagg as a 7 hr./day Cook Site Manager at HFE, position # 217
  - Patricia Sugar as a 2 hr./day School Clerk at AMS, position # 77, effective May 2, 2022
  - Patricia Sugar as a 4 hr./day Food Service Worker at AMS, position # 183, effective May 2, 2022
  - Tiffany Burnett as a 4 hr./day Food Service Worker at AME, position # 216
- Motion:** Simpson      **Second:** Sledge  
**Roll Call Vote – 5-aye – 0:** Simpson, Hitchcock, Sledge, Singleton, Dyken

B. Certificated extra duty assignments:

- AMS Track and Field coaching positions
  - Ali Heermance for 6<sup>th</sup> grade
  - Amy Hessels for 7<sup>th</sup> grade
  - Buffy Henrickson for 8<sup>th</sup> grade

**Motion:** Singleton                      **Second:** Hitchcock

**Roll Call Vote – 5-aye – 0:** Simpson, Hitchcock, Sledge, Singleton, Dyken

**POLICY REVISION / ADOPTION**

A. TABLED 2<sup>nd</sup> Reading – Board direction to revise #6143, bring all policy back to May 9<sup>th</sup> meeting

BP/AR 6112 – School Day

BP/AR 6143 – Courses of Study

BP/AR 6158 – Independent Study

B. The Governing Board held a 1<sup>st</sup> Reading on the following CSBA revised policy

BP 6170.1 – Transitional Kindergarten

BB 9320 – Meetings and Notices

**ADVANCED PLANNING**

Next Board meeting – May 11, 2022 – Location TBD

**Items for agenda -**

- Personnel
- Policy
- Resolutions
- LCAP Review

**ADJOURNMENT** - With no further discussion or comments, President Dyken adjourned the meeting at 8:55 p.m.

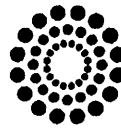
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Secretary to the Board

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Clerk of the Board

Board approved: 5/9/22



**Co-Sponsor Agreement**

**TEACHER INDUCTION PROGRAM**

**2022 – 2024 Academic Years**

Enclosed is a co-sponsor agreement for your educational agency official to sign and return. Teachers College of San Joaquin's Teacher Induction Program serves both general education and education specialist candidates and is two years in length. A one-year Early Completion Option (ECO) is available for candidates who qualify.

**Terms of Agreement**

The effective dates of this Co-Sponsor Agreement are for the academic years July 1, 2022 – June 30, 2024. Either party may terminate this agreement by submitting written notice to the other party no later than thirty (30) days prior to the start of the academic year.

***The district or employing agency understands and agrees to:***

1. Inform general education and education specialist teachers who obtain a preliminary credential that they must enroll in an induction program within the first year of their preliminary credential. These teachers will be referred to as "candidate" in the following criteria.
2. Provide the TCSJ Teacher Induction Application link: <https://apply.teacherscollegesj.edu/> to each candidate and require that each candidate complete the application by November 1. The enrollment period is from August 1 to November 1.
3. Candidates who are enrolled in TCSJ's Teacher Induction Program must:
  - Be employed as the teacher of record in an assignment that aligns with the clear credential being pursued (General Education – Multiple Subject, Single Subject; Education Specialist – Early Childhood Special Education, Mild/Moderate, Moderate Severe);
  - Be employed in a setting where video capture is permitted for candidate reflection;
  - Be employed in an instructional setting with the same group of students on a daily or weekly basis;
  - Be employed in a setting that ensures the presence of English Language Learners and students with special needs (California Standards for the Teaching Profession 3.6: *Addressing the needs of English learners and students with special needs to provide equitable access to the content*).
4. Apprise the TCSJ Teacher Induction Coordinator of any changes to a candidate's or mentor's status as follows:
  - Employment status;
  - Leave status;
  - Change in mentor/participating teacher pairing;
  - Change in site;
  - Change in assignment.

A change in a candidate's status could result in an extension of the candidate's program into the next school calendar year or withdrawal from the program if their setting does not meet the required components as described above in #3 or if their employment is terminated.

5. Inform candidates of who is responsible for paying the per year Teacher Induction Program Fee.
6. If a candidate withdraws from TCSJ's Teacher Induction Program prior to December 31, 50% of the program fee must be paid. However, if a candidate withdraws from the program after December 31, the full program fee is due.
7. Ensure that the candidate is paired with a mentor within thirty (30) days of being enrolled in TCSJ's Teacher Induction Program.
  - The mentor and candidate are to be matched according to credentials held, grade level and/or subject area as appropriate to the candidate's employment;
  - It is recommended there be a 1:1 pairing of mentor to candidate.
8. Provide the Teacher Induction Mentor Application link to mentors and require that each mentor complete the application, once assigned to the teacher induction candidate. The Mentor Application link will be emailed to the Contact Person identified on page 4 of this Co-Sponsor Agreement by TCSJ staff by August 1.
9. Mentors are selected based upon the following minimum requirements:
  - Knowledge of the context and the content area of the candidate's teaching assignment;
  - Demonstrated commitment to professional learning and collaboration;
  - Possession of a Clear/Life Teaching Credential;
  - Ability, willingness, and flexibility to meet a candidate's needs for support;
  - Minimum of three years of effective teaching experience.
10. Provide sufficient resources, including protected time, for:
  - The collaborative development of the Individual Learning Plan (ILP) with input from the candidate, mentor, and consultation with the site administrator within sixty (60) days of the candidate's enrollment in the program;
  - The mentor and candidate to attend required TCSJ professional development opportunities;
  - The mentor to attend initial and ongoing training;
  - The candidate to implement their ILP;
  - The candidate to attend coursework as part of their ILP goals;
  - The mentor to provide a minimum of one hour per week of individualized support/mentoring to the candidate;
  - The mentor to assist the candidate in the implementation of their ILP goals;
  - Regular mentor and candidate interactions, e.g. observation of the candidate's practice, videotaping of the candidate, or observations of colleagues and peers.
11. Agree to use a candidate's ILP for the sole purpose of professional growth. The ILP may not be used as an evaluation for employment purposes.
12. Honor the confidentiality between the mentor and induction candidate.
13. Ensure that site administrators with induction candidates are aware of the shared responsibilities set forth in this agreement.
14. Apprise mentors and participating teachers regarding the acceptance of TCSJ's Professional Development Units (PDU) for their participation in TCSJ's Teacher Induction Program. Mentors and candidates can purchase up to six (6) PDUs each year, for a maximum of twelve (12) units.

15. Provide the required evaluation data, including survey completion and demographic information, as requested by the Commission on Teacher Credentialing (CTC) and/or the TCSJ Teacher Induction Program from stakeholders such as employers, site administrators, candidates, and mentors.
16. Assign a representative to participate in bi-annual/annual meeting(s) to receive updates regarding TCSJ's Teacher Induction Program.

***The TCSJ Teacher Induction Program understands and agrees to:***

1. Ensure that districts/employers have paired each participating teacher with a mentor according to credentials held, grade level and/or subject area within thirty (30) days of enrolling in TCSJ's Teacher Induction Program.
2. Provide the district with the TCSJ Teacher Induction Mentor Application link by August 1.
3. Ensure that each participating teacher has developed an Individual Learning Plan (ILP) within sixty (60) days of enrolling in TCSJ's Teacher Induction Program.
4. Provide the following:
  - Initial and ongoing training for mentors;
  - Required professional development, seminars and/or coursework for induction candidates tied to the creation and implementation of their ILP
  - Opportunities for candidates who need to complete teacher preparation assessments (e.g., Teacher Performance Assessments – CalTPA or edTPA, and/or Reading Instruction Competence Assessment, RICA) as a result of the Governor's Executive Order N-66-20
5. Apprise candidates of the availability and criteria for the Early Completion Option (ECO) for "experienced and exceptional" candidates.
6. Provide mentors and candidates the opportunity to purchase a maximum of twelve (12) Professional Development Units (PDUs) for their participation in TCSJ's Teacher Induction Program.
7. Apprise districts/employing agencies of the status of candidates and mentors, upon request.
8. Provide all program materials to both mentors and teacher induction candidates.
9. Provide the following credential service:
  - Follow CTC protocols for recommending candidates for their clear credential.
10. *If appropriate*, invoice the district/employing agency the yearly program fee for each induction candidate based upon the amount each district/employing agency will support; **OR**, establish a payment plan for induction candidates who are paying the program fee.

**Indemnification**

TCSJ shall defend, indemnify and hold the Employing Agency and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ, its officials, agents or employees.

Employing Agency shall defend, indemnify and hold performance of TCSJ and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employing Agency, its officials, agents or employees.

**TO BE COMPLETED BY THE EMPLOYING AGENCY:**

Type of Educational Agency

COE      District      Charter      NPS      Private

CDS Code (7 or 14 digit) 05-61580

Name of Agency: Vallecito Union School District

Mailing Address: PO Box 329, Avery, CA 95224


Contact Person: Cheryl Boyd

Telephone: 209-795-8503      Email: cboyd@vsd.k12.ca.us

**The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2022-2024 academic years.**

Name of Approving Official: Tom Hoskins

Position/Title: Superintendent

Signature of Approving Official:       Date: 04/25/2022

Signature of TCSJ Teacher Induction Coordinator: \_\_\_\_\_      Date: \_\_\_\_\_

Signature of TCSJ President: \_\_\_\_\_      Date: \_\_\_\_\_

**If you have any questions, please email:**

**Teacher Induction Coordinator**  
Myra Gardea-Hernandez, Ed.D.  
Email: [mgardeahernandez@sjcoe.net](mailto:mgardeahernandez@sjcoe.net)

**Teacher Induction Support**  
Judene Violante  
Email: [jviolante@sjcoe.net](mailto:jviolante@sjcoe.net)

***Candidates will not be enrolled in Teachers College of San Joaquin's Teacher Induction Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.***



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2022, between the VALLECITO UNION SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. **Termination by Client.** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. **Termination by Mutual Consent or by Attorney.** Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. **Following Termination.** Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date



of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

<b>CLIENT SIGNATURE</b>	<b>ATTORNEY SIGNATURE</b>
<b>Vallecito Union School District</b>	<b>Lozano Smith, LLP</b>
<i>BY (Authorized Signature)</i>	<i>BY (Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 04/22/2022



# Lozano Smith

ATTORNEYS AT LAW

## PROFESSIONAL RATE SCHEDULE FOR VALLECITO UNION SCHOOL DISTRICT

### 1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.<sup>266</sup>

### 2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

### 3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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<sup>266</sup> Sale or Lease of Sale Property Work:

Partner / Senior Counsel / Of Counsel	\$ 400 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 200 per hour

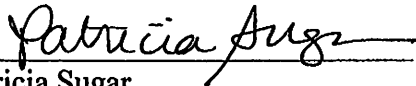
**EMPLOYMENT CONFIRMATION FORM  
FOR  
PROBATIONARY  
CLASSIFIED EMPLOYEES**

Employee's Name	Patricia Sugar
Assignment	Food Service Worker – 4 hours School Clerk – 2 hours
First Date of Paid Service	May 2, 2022
End of Probationary Period	November 2, 2022
Duties to be performed	Those duties set forth in the job description for the position of <b>Food Service Worker and School Clerk</b> as adopted by the Vallecito Union School District Governing Board (“Governing Board”) and as required by the California Education Code, Title 5 of the California Code of Regulations, and state law governing the operation of school districts.
Work Day	Hours are set by the site and/or site manager Monday through Friday. (Time subject to change due to needs of students / school site)
Vacation	You accrue paid vacation leave as provided for by the Classified Negotiated Agreement.
Paid Sick Leave	You accrue Paid Sick Leave as provided for by the Classified Negotiated Agreement.
Compensation	You shall be compensated in accordance with the salary schedule as set forth in the Classified Negotiated Agreement for classified employees in your classification.
Permanent Status	If you successfully complete the probationary period for this assignment, you shall gain permanent status as a classified employee of the Vallecito Union School District (“District”) pursuant to Education Code section 45113 and the Classified Negotiated Agreement.
Release/Dismissal	During your probationary period, the Governing Board may release you at any time without cause. You are not entitled to a hearing to challenge the Governing Board’s decision to release you.
PERS Benefits	The District will contribute to PERS as required by state law.
Terms and Conditions	Your employment by the District is governed exclusively by (1) the Classified Negotiated Agreement, (2) Board Policy and Administrative Regulations adopted by the Governing Board at the time of your initial employment and as modified during the term of your employment by the District and (3) the California Education Code and other relevant state and federal laws.

**SIGNATURE PAGE**

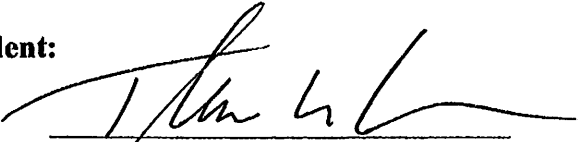
**I hereby agree to the terms and conditions as set forth in this Probationary Employment Confirmation form:**

Date: 5-5-2022

  
\_\_\_\_\_  
Patricia Sugar  
Probationary Classified Employee  
Vallecito Union School District

**Reflects Approval by the District Superintendent:**

Date: 5-5-2022

  
\_\_\_\_\_  
Tom Hoskins  
District Superintendent  
Vallecito Union School District

**Reflects Ratification by a Majority of the Membership of the Governing Board:**

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

\_\_\_\_\_  
Board Clerk  
Vallecito Union School District  
Governing Board

**EMPLOYMENT CONFIRMATION FORM  
FOR  
PROBATIONARY  
CLASSIFIED EMPLOYEES**

Employee's Name	Katherine Flagg
Assignment	Cook Site Manager – 7 hours
First Date of Paid Service	April 25, 2022
End of Probationary Period	October 25, 2022
Duties to be performed	Those duties set forth in the job description for the position of <b>Cook Site Manager</b> as adopted by the Vallecito Union School District Governing Board (“Governing Board”) and as required by the California Education Code, Title 5 of the California Code of Regulations, and state law governing the operation of school districts.
Work Day	Hours are set by the site and/or site manager Monday through Friday. (Time subject to change due to needs of students / school site)
Vacation	You accrue paid vacation leave as provided for by the Classified Negotiated Agreement.
Paid Sick Leave	You accrue Paid Sick Leave as provided for by the Classified Negotiated Agreement.
Compensation	You shall be compensated in accordance with the salary schedule as set forth in the Classified Negotiated Agreement for classified employees in your classification.
Permanent Status	If you successfully complete the probationary period for this assignment, you shall gain permanent status as a classified employee of the Vallecito Union School District (“District”) pursuant to Education Code section 45113 and the Classified Negotiated Agreement.
Release/Dismissal	During your probationary period, the Governing Board may release you at any time without cause. You are not entitled to a hearing to challenge the Governing Board's decision to release you.
PERS Benefits	The District will contribute to PERS as required by state law.
Terms and Conditions	Your employment by the District is governed exclusively by (1) the Classified Negotiated Agreement, (2) Board Policy and Administrative Regulations adopted by the Governing Board at the time of your initial employment and as modified during the term of your employment by the District and (3) the California Education Code and other relevant state and federal laws.

**SIGNATURE PAGE**

**I hereby agree to the terms and conditions as set forth in this Probationary Employment Confirmation form:**

Date: 5/5/22

Katherine Flagg  
Katherine Flagg  
Probationary Classified Employee  
Vallecito Union School District

**Reflects Approval by the District Superintendent:**

Date: 5-5-2022

Tom Hoskins  
Tom Hoskins  
District Superintendent  
Vallecito Union School District

**Reflects Ratification by a Majority of the Membership of the Governing Board:**

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

\_\_\_\_\_  
Board Clerk  
Vallecito Union School District  
Governing Board



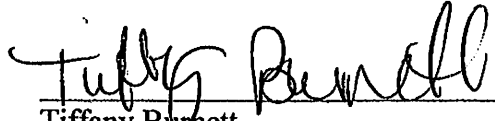
**EMPLOYMENT CONFIRMATION FORM  
FOR  
PROBATIONARY  
CLASSIFIED EMPLOYEES**

Employee's Name	Tiffany Burnett
Assignment	Food Service Worker – 4 hours
First Date of Paid Service	April 26, 2022
End of Probationary Period	October 26, 2022
Duties to be performed	Those duties set forth in the job description for the position of <b>Food Service Worker</b> as adopted by the Vallecito Union School District Governing Board (“Governing Board”) and as required by the California Education Code, Title 5 of the California Code of Regulations, and state law governing the operation of school districts.
Work Day	Hours are set by the site and/or site manager Monday through Friday. (Time subject to change due to needs of students / school site)
Vacation	You accrue paid vacation leave as provided for by the Classified Negotiated Agreement.
Paid Sick Leave	You accrue Paid Sick Leave as provided for by the Classified Negotiated Agreement.
Compensation	You shall be compensated in accordance with the salary schedule as set forth in the Classified Negotiated Agreement for classified employees in your classification.
Permanent Status	If you successfully complete the probationary period for this assignment, you shall gain permanent status as a classified employee of the Vallecito Union School District (“District”) pursuant to Education Code section 45113 and the Classified Negotiated Agreement.
Release/Dismissal	During your probationary period, the Governing Board may release you at any time without cause. You are not entitled to a hearing to challenge the Governing Board’s decision to release you.
PERS Benefits	The District will contribute to PERS as required by state law.
Terms and Conditions	Your employment by the District is governed exclusively by (1) the Classified Negotiated Agreement, (2) Board Policy and Administrative Regulations adopted by the Governing Board at the time of your initial employment and as modified during the term of your employment by the District and (3) the California Education Code and other relevant state and federal laws.

**SIGNATURE PAGE**

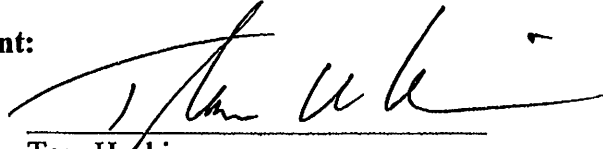
**I hereby agree to the terms and conditions as set forth in this Probationary Employment Confirmation form:**

Date: 5/5/2022

  
\_\_\_\_\_  
Tiffany Burnett  
Probationary Classified Employee  
Vallecito Union School District

**Reflects Approval by the District Superintendent:**

Date: 5-5-2022

  
\_\_\_\_\_  
Tom Hoskins  
District Superintendent  
Vallecito Union School District

**Reflects Ratification by a Majority of the Membership of the Governing Board:**

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

\_\_\_\_\_  
Board Clerk  
Vallecito Union School District  
Governing Board

**Summary of Proposed Collective Bargaining/Salary Agreement  
Between**

**Section 1:**

Vallecito Union School District

and

Vallecito Teachers Association

Name of Bargaining/Represented Unit

The proposed agreement covers the period beginning

7/1/2022

and ending

6/30/2023

and will be acted upon by the Governing Board at its meeting on

5/11/2022

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213), GC 3547.5 (Statutes of 2004, Chapter 25) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

**PUBLIC DISCLOSURE**

The agreement was publicly disclosed on :

5/11/2022

The agreement was posted at :

4545 B. Moran Road  
Avery, CA 95224

Location / Newspaper

District Office

**GENERAL**

**Section 2: STATUS OF BARGAINING UNIT AGREEMENTS**

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status.

Certificated  
Classified

Settled

# of Employees Represented

34

**Section 3: Proposed Change in Compensation**

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/Decrease 2022/23	Year 2 Increase/Decrease	Year 3 Increase/Decrease
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6)	\$ 2,382,474.00	\$78,484.00	\$0.00	\$0.00
		%	%	%
2 <b>Other Compensation</b> Stipends, Bonuses, Longevity Overtime, Differential, etc			%	%
<b>Description of other compensation</b>				
3 <b>Statutory Benefits</b> STRS, PERS, FICA, WC, UI, Medicare	\$538,439.00	\$17,737.00		
4 <b>Health/Welfare Plans</b>	\$374,000.00	\$8,580.00		
		%	%	%
5 <b>Total Compensation, Add</b> Items 1 thru 4 to equal 5	\$ 3,294,913.00	\$104,801.00	\$0.00	\$0.00
		%	%	%
6 <b>Step and Column</b>	33,066.00			
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	34	34		
8 <b>Total Compensation Cost for Average Employee</b>				

**Section 4: Questions Regarding Proposal**

**1 What was the negotiated percentage increase approved?**

- (a) For 2022-23 a 2% increase was applied to the salary schedule.
- (b) For 2022-23 - 2 days were added to the work calendar to total 186

**2 Were there any additional steps, columns, or ranges changes to the schedules? (If yes, explain)**

.....

**3 Were there any changes in the Health & Welfare Benefit Cap?**

The Health & Welfare Benefit Cap was raised by \$250 to total \$11,250

**4 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?**

The ability to attract and retain highly qualified teachers.

**Section 5: Source of Funding**

**1 Current Year**

The cost of this settlement agreement will be funded from General Fund. The additional days will be funded by ESSER III.

**2 Is this a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years**

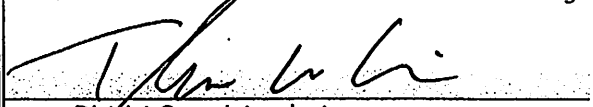
.....

**3 If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years?**

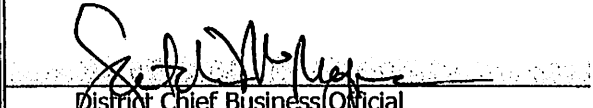
CERTIFICATION

**SECTION 8:**

*In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement .*

  
District Superintendent  
(Signature)

5/11/2022  
Date

  
District Chief Business Officer  
(Signature)

5/11/2022  
Date

*After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **May 11, 2022** took action to approve the proposed Agreement with the VTA Bargaining Unit and adopted the new budget figures as calculated per the agreement.*

\_\_\_\_\_  
President, Governing Board  
(Signature)

\_\_\_\_\_  
Date

**Summary of Proposed Collective Bargaining/Salary Agreement  
Between**

**Section 1:**

**Vallecito Union School District**

and

**CSEA**

Name of Bargaining/Represented Unit

The proposed agreement covers the period beginning

7/1/2022

7/18/2022

6/30/2023

and will be acted upon by the Governing Board at its meeting on

5/11/2022

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213), GC 3547.5 (Statutes of 2004, Chapter 25) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

**PUBLIC DISCLOSURE**

The agreement was publicly disclosed on :

5/11/2022

The agreement was posted at :

4545 B. Moran Road  
Avery, CA 95224

Location / Newspaper

District Office

**GENERAL**

**Section 2: STATUS OF BARGAINING UNIT AGREEMENTS**

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status.

# of Employees Represented

Certificated  
Classified

Settled

41

**Section 3: Proposed Change in Compensation**

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/Decrease 2022/23	Year 2 Increase/Decrease	Year 3 Increase/Decrease
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6)	\$ 1,094,680.00	\$21,460.00	\$0.00	\$0.00
		%	%	%
2 <b>Other Compensation</b> Stipends, Bonuses, Longevity Overtime, Differential, etc.				
<b>Description of other compensation</b>				
3 <b>Statutory Benefits</b> STRS, PERS, FICA, WC, UI, Medicare	\$391,895.00	\$7,683.00	\$0.00	
4 <b>Health/Welfare Plans</b>	\$176,000.00	\$4,000.00		
		%	%	%
5 <b>Total Compensation, Add</b> Items 1 thru 4 to equal 5	\$ 1,662,575.00	\$33,143.00	\$0.00	\$0.00
		%	%	%
6 <b>Step and Column</b>	43,973.00		\$0.00	
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	48	48		
8 <b>Total Compensation Cost for Average Employee</b>				

**Section 4: Questions Regarding Proposal**

**1 What was the negotiated percentage increase approved?**

For 2022-23 a 2% increase was applied to the salary schedule.

**2 Were there any additional steps, columns, or ranges changes to the schedules? (If yes, explain)**

.....

**3 Were there any changes in the Health & Welfare Benefit Cap?**

The Health & Welfare Benefit Cap was raised by \$250 to total \$11,250

**4 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?**

The ability to attract and retain highly qualified classified employees.

**Section 5: Source of Funding**

**1 Current Year**

The cost of this settlement agreement will be funded from General Fund and ESSER III.

**2 Is this a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years**

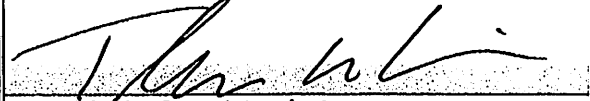
.....

**3 If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years?**

CERTIFICATION

**SECTION 8:**

*In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement.*



District Superintendent  
(Signature)

5/11/2022

Date



District Chief Business Officer  
(Signature)

5/11/2022

Date

*After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **May 11, 2022** took action to approve the proposed Agreement with the VTA Bargaining Unit and adopted the new budget figures as calculated per the agreement.*

\_\_\_\_\_

President, Governing Board  
(Signature)

\_\_\_\_\_

Date



**Summary of Proposed Collective Bargaining/Salary Agreement  
Between**

**Section 1:**

**Vallecito Union School District**  
and  
Name of Bargaining/Represented Unit **Unrepresented - Principals, Psych, Confidential, Mgmt**

The proposed agreement covers the period beginning **7/1/2022** and ending **6/30/2023**  
and will be acted upon by the Governing Board at its meeting on **5/11/2022**

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213), GC 3547.5 (Statutes of 2004, Chapter 25) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

**PUBLIC DISCLOSURE**

The agreement was publicly disclosed on : **5/11/2022**

The agreement was posted at : **4545 B. Moran Road** Location / Newspaper **District Office**  
**Avery, CA 95224**

**GENERAL**

**Section 2: STATUS OF BARGAINING UNIT AGREEMENTS**

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status.

Confidential Management **Settled** # of Employees Represented **11**

**Section 3: Proposed Change in Compensation**

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/Decrease 2022/23	Year 2 Increase/Decrease	Year 3 Increase/Decrease
<b>1 Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6)	\$ 1,080,403.00	\$31,075.00	\$0.00	
		%	%	%
<b>2 Other Compensation</b> Stipends, Bonuses, Longevity Overtime, Differential, etc		%	%	%
<b>Description of other compensation</b>				
<b>3 Statutory Benefits</b> STRS, PERS, FICA, WC, UI, Medicare	\$318,923.00	\$9,101.00	\$0.00	
<b>4 Health/Welfare Plans</b>	\$110,000.00	\$2,500.00		
		%	%	%
<b>5 Total Compensation, Add</b> Items 1 thru 4 to equal 5	\$ 1,509,326.00	\$42,676.00		
		%	%	%
<b>6 Step and Column</b> only Classified Mgmt	\$ 16,151.00		\$0.00	
<b>7 Total Number of Represented Employees</b> (Use FTEs if appropriate)	11	11	0	

**Section 4: Questions Regarding Proposal**

**1 What was the negotiated percentage increase approved?**

For 2022/23 a 2% increase was added to the salary schedule  
For 2022/23 - 2 days were added to the Principal work calendar to total 210.  
Confident salary schedule longevity was changed from 1% per year to 3% every 3 years.

**2 Were there any additional steps, columns, or ranges changes to the schedules? (If yes, explain)**

**3 Were there any changes in the Health & Welfare Benefit Cap?**

The Health & Welfare Benefit Cap was raised by \$250 to total \$11,250

**4 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?**

The ability to attract and retain highly qualified staff.

**Section 5: Source of Funding**

**1 Current Year**

The cost of this settlement agreement will be funded from General Fund.

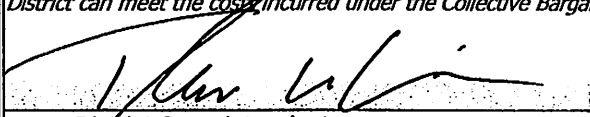
**2 Is this a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years**

**3 If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years?**

CERTIFICATION

**SECTION 8:**

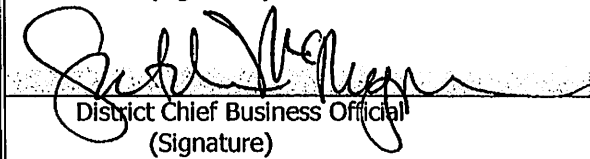
*In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement.*



District Superintendent  
(Signature)

5/11/2022

Date



District Chief Business Officer  
(Signature)

5/11/2022

Date

*After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **May 11, 2022** took action to approve the proposed Agreement with the VTA Bargaining Unit and adopted the new budget figures as calculated per the agreement.*

\_\_\_\_\_

President, Governing Board  
(Signature)

\_\_\_\_\_

Date

**TENTATIVE AGREEMENT  
BETWEEN THE  
VALLECITO UNION SCHOOL DISTRICT  
AND THE  
VALLECITO TEACHERS ASSOCIATION/CTA/NEA,  
FOR THE 2022-2023 SCHOOL YEAR**

The District offers the following package proposal for 2022-2023:

1. A 2% increase to the salary schedule beginning July 1, 2022.
2. A \$250 increase to the district contribution for the health & welfare cap to total \$11,250.
3. Two additional paid seven-hour (7) work days to the 2022 – 2023 school calendar, allocated as follows:
  - One additional seven-hour work day – *a work day is teacher directed, focusing on curriculum preparation, planning, organization, assessment preparation and/or grading and is student and educationally driven.*
  - One additional seven-hour professional development day – *a professional development day is district and/or curriculum and instruction directed to include trainings or professional growth opportunities. Trainings should be relevant, researched based, timely and/or mandated.*
4. The current language in ARTICLE IX – CLASS SIZE, remains as is through the 2022 – 2023 school year.

**VALLECITO TEACHERS' ASSOCIATION:**

Date: 5/6/22  
 Date: 5/6/22  
 Date: 5/6/22  
 Date: 5/6/22

Laura Allen  
Linda Rasmussen  
J Doyle  
R W

**VALLECITO UNION SCHOOL DISTRICT:**

Date: 5-5-2022  
 Date: 5/5/22  
 Date: \_\_\_\_\_  
 Date: 5/5/22

[Signature]  
[Signature]  
Cheryl Boyd

**Reflects Approval by a Majority of the Membership of the VALLECITO TEACHERS' ASSOCIATION:**

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 VTA Chapter President

**Reflects Ratification by a Majority of the Membership of the Vallecito Union School District Governing Board:**

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Board Clerk of the Governing Board  
 Vallecito Union School District

**EXHIBIT P**

**Voluntary Duties for Extra Pay Schedule  
2022-2023**

<b>Type of Extra Duty</b>	<b>Stipend/Rate</b>
Induction Support Provider (BTSA)	\$ 1,500
ELPAC (CELDT) Coordinator	\$ 1,000
Coast Camp Coordinator	\$ 500
Coast Camp Teacher (per night)	\$ 100
Homework Club	\$ 40
Hourly Rate	\$ 43
<i>hourly rate is increased according to percentage increases on salary schedule</i>	
Interviews:	
Certificated = (2) teacher reps paid hourly	\$ 35
Administration = (3) teacher reps paid hourly	\$ 35
Classified = (1) teacher rep paid hourly	\$ 35
Leadership/Student Council Coordinator	\$ 1,000
Staff Development (daily)	\$ 200
Staff Development (1/2 day)	\$ 100
Summer School Teacher (hourly)	\$ 45
Teacher in Charge (daily)	\$ 75
Yearbook Coordinator (AMS)	\$ 500

<b>Elementary Sports Stipends</b>	<b>Stipend</b>
Athletic Director	\$ 600
Track	\$ 600
Basketball	\$ 900
Volleyball	\$ 800
Intramurals	\$ 125

<b>Middle School Sport Stipends</b>	<b>Stipend</b>
Athletic Director (*oversees AD at Elementary Sites)	\$ 1,200
Track	\$ 600
Basketball	\$ 1,000
Volleyball	\$ 1,000
Cross Country	\$ 1,000
Wrestling	\$ 300

**These stipends are based on the length of district-sponsored seasons and the time commitment outside of school hours for each coach.**

*Revisions: 1/14/15, 8/3/15, 2/17/16, 4/20/16, 11/16/16, 2/15/17, 6/24/20, 6/1/2021, 5/11/2022*

Vallecito Union School District  
**2022-23 Certificated based on 186 day year**  
*For Board Approval 5/11/22*

GRADE/ STEP	Long Step	0.5%		3%		3%		3%		3%		6.089%	
		BA + 30	BA + 45 30 W/MA	BA + 60 45 W/MA	BA + 75 60 W/MA	BA + 90 75 W/MA	BA + 105 90 W/MA	BA + 120 105 W/MA					
1		54,595	54,868	55,691	57,362	59,083	60,855	64,561					
2		56,233	56,514	57,362	59,083	60,855	62,681	66,498	3%				
3		57,920	58,209	59,083	60,855	62,681	64,561	68,493	3%				
4		59,657	59,956	60,855	62,681	64,561	66,498	70,548	3%				
5		61,447	61,754	62,681	64,561	66,498	68,493	72,664	3%				
6		63,291	63,607	64,561	66,498	68,493	70,548	74,844	3%				
7		65,189	65,515	66,498	68,493	70,548	72,664	77,089	3%				
8		67,145	67,481	68,493	70,548	72,664	74,844	79,402	3%				
9		0	69,505	70,548	72,664	74,844	77,089	81,784	3%				
10		0	0	71,253	73,391	75,593	77,860	82,602	1%				
11		0	0	71,966	74,125	76,348	78,639	83,428	1%				
12		0	0	72,685	74,866	77,112	79,425	84,262	1%				
13-14-15	13	0	0	0	77,112	79,425	81,808	86,790	3%				
16-17-18	14	0	0	0	79,425	81,808	84,262	89,394	3%				
19-20-21	15	0	0	0	81,808	84,262	86,790	92,076	3%				
22-23-24	16	0	0	0	84,262	86,790	89,394	94,838	3%				
25-26-27	17	0	0	0	86,790	89,394	92,076	97,683	3%				
28-29-30	18	0	0	0	89,394	92,076	94,838	100,614	3%				
31-32-33	19	0	0	0	92,076	94,838	97,683	103,632	3%				

- 1) The salary of a teacher at Step 13 Grade BA75 through BA120 for three (3) years and for each three-year (3) period thereafter, shall be increased by an amount equal to one anniversary increment.
- 2) Teachers new to the district will be allowed up to a maximum of fifteen (15) years credit for previous elementary school experience.
- 3) Teachers who have reached Grade BA120 shall be eligible for a one-time (1) professional growth stipend each time they complete a 15-unit approved professional growth plan increment. The stipend, as agreed upon for the 2018-19 salary schedule, is \$2,200.
- 4) Newly hired unit members who are not fully credentialed shall be paid an annual salary of 80% of BA+30 Grade one, Step one.
- 5) Combination Class Stipend (defined in Article II - 2.5) will be \$1,500. Stipends are paid monthly as follows: \$750 in December and \$750 in June and will be pro-rated should a combination class be added or collapsed within the school year.
- 6) Insurance cap for fiscal years 2022/23 is \$11,250
- 7) Any excess work days over 186, as directed by the District, will be paid at daily rate. This excludes extra duties from Exhibit P.

VALLECITO UNION SCHOOL DISTRICT  
**2022-2023 Parent Calendar**  
 Board Approved: 11/13/19; Revised/Approved: 5/11/22

JULY	JULY	JANUARY	JANUARY
4 - 4th of July Holiday	Sun Mon Tue Wed Thu Fri Sat 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Sun Mon Tue Wed Thu Fri Sat 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	School Begin/End
			2 - Winter Break
			16 - Martin Luther King Holiday
			20 - Min Day, TK-8 Collaboration
			Minimum Day
			103
			Staff Development
<b>AUGUST</b>	<b>AUGUST</b>	<b>FEBRUARY</b>	<b>FEBRUARY</b>
11 - Staff Development	Sun Mon Tue Wed Thu Fri Sat 7 8 9 10 11 12 13	Sun Mon Tue Wed Thu Fri Sat 5 6 7 8 9 10 11	School Holiday
12 - Staff Work Day	14 15 16 17 18 19 20	12 13 14 15 16 17 18	13 - Washington's Birthday Holiday
15 - Staff Development/Mandated Training	21 22 23 24 25 26 27	19 20 21 22 23 24 25	20 - President's Day Holiday
16 - Staff Work Day	28 29 30 31	26 27 28	24 - End of 2nd Trimester, Min Day (58)
17 - First Day of School			All School makup day if needed, OR Staff Development Day, no students
11			121
<b>SEPTEMBER</b>	<b>SEPTEMBER</b>	<b>MARCH</b>	<b>MARCH</b>
5 - Labor Day Holiday	Sun Mon Tue Wed Thu Fri Sat 4 5 6 7 8 9 10	Sun Mon Tue Wed Thu Fri Sat 5 6 7 8 9 10 11	13 - Makeup Day, if needed, OR Staff Development Day - No students
16 - Min Day, TK-8 Collaboration	11 12 13 14 15 16 17	12 13 14 15 16 17 18	31 - Min Day, TK-8 Collaboration
	18 19 20 21 22 23 24	19 20 21 22 23 24 25	143
32	25 26 27 28 29 30	26 27 28 29 30 31	<b>APRIL</b>
<b>OCTOBER</b>	<b>OCTOBER</b>	<b>APRIL</b>	<b>APRIL</b>
3-7-Min Day-Tchr/Parent Conferences	Sun Mon Tue Wed Thu Fri Sat 2 3 4 5 6 7 8	Sun Mon Tue Wed Thu Fri Sat 2 3 4 5 6 7 8	3-7 - Spring Break (9th Easter)
21 - Min Day, K-8 Collaboration	9 10 11 12 13 14 15	9 10 11 12 13 14 15	
31 - Staff Development - No Students	16 17 18 19 20 21 22	16 17 18 19 20 21 22	158
52	23 24 25 26 27 28 29	23 24 25 26 27 28 29	<b>MAY</b>
<b>NOVEMBER</b>	<b>NOVEMBER</b>	<b>MAY</b>	<b>MAY</b>
10 - End of 1st Trimester - Min Day (60)	Sun Mon Tue Wed Thu Fri Sat 6 7 8 9 10 11 12	Sun Mon Tue Wed Thu Fri Sat 7 8 9 10 11 12 13	17 - Minimum Day
11- Veteran's Day Holiday	13 14 15 16 17 18 19	14 15 16 17 18 19 20	18 - 19 - Frog Jump Holiday
23 - Minimum Day	20 21 22 23 24 25 26	21 22 23 24 25 26 27	29 - Memorial Day Holiday
24 - 25 - Thanksgiving Holiday	27 28 29 30	28 29 30 31	178
71			<b>JUNE</b>
<b>DECEMBER</b>	<b>DECEMBER</b>	<b>JUNE</b>	<b>JUNE</b>
2 - Min Day, TK-8 Collaboration	Sun Mon Tue Wed Thu Fri Sat 4 5 6 7 8 9 10	Sun Mon Tue Wed Thu Fri Sat 4 5 6 7 8 9 10	1 - Minimum Day - Avery Graduation
16 - Minimum Day	11 12 13 14 15 16 17	11 12 13 14 15 16 17	2 - Min Day - Last Day of School
19 - 30 - Winter Break	18 19 20 21 22 23 24	18 19 20 21 22 23 24	5 - 9 - Makeup Days - if needed
83	25 26 27 28 29 30 31	25 26 27 28 29 30	180

**TENTATIVE AGREEMENT  
BETWEEN THE  
VALLECITO UNION SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION – CHAPTER 748  
FOR THE 2022 – 2023 SCHOOL YEAR REOPENER  
March 22, 2022**

The District offers the following package proposal for 2022-2023:

1. A 2% increase to the salary schedule beginning July 1, 2022; \$250 increase to the district contribution for the Health & Welfare Cap to equal \$11,250 for the 2022 – 2023 school year. *The District and CSEA agree to meet no later than December 15, 2022 to review the Tax J-29 Reports and if additional funds are available for 2022-2023 fiscal year will reopen Salary and Benefits negotiations.*
2. *The District and CSEA agree to correct the Cover Page of the contract from 2020-2022 to July 1, 2020- June 30, 2023*

2. **Revised Bargaining Language as follows:**

**ARTICLE XIII - LAYOFF**

- 13.1 **Layoff** - A layoff for purposes of this Article shall be considered as an involuntary separation of an employee due to lack of funds and/or lack of work. Whenever it becomes necessary to invoke layoff procedures, the Governing Board will take action in public session in the form of a resolution or Board action, in accordance with normal Board procedures.
- 13.2 **Determination of Seniority** - As of June 30, 2005, the seniority list will be frozen at the current levels. As of July 1, 2005, seniority for current employees new to a classification or for newly hired employees shall be based on the date of hire. For the purpose of this agreement, the date of hire shall mean the date of Board appointment. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of District hire date seniority with the employee hired first being retained and, if that is equal, then the determination shall be made by lot.
- 13.3 **Order of Layoff**
  - 13.3.1 Layoff shall be in reverse order of seniority in the job classification in which the layoff occurs.
  - 13.3.2 The following order will prevail in the reduction of classified personnel: a) Short-term employees, by classification; b) Substitute employees, by



classification; c) Probationary employees, by classification; d) Permanent employees, by classification

- 13.3.3 Short-Term and Substitute - No permanent or probationary bargaining unit member shall be laid off from any position while employees serving under substitute or short-term appointments are retained in the same job classification.

Short-term or substitute employees may be separated at the completion of their assignment without regard to the procedures of this article.

13.4 Notice of Layoff

- 13.4.1 When a layoff of classified employees is anticipated by the

administration, and ~~at least forty-eight (48) hours~~ *fourteen (14) calendar days* before any Board action is taken on layoff of classified employees, the District shall notify *the* CSEA Chapter President in writing of the proposed action. ~~No less than five (5) workdays before the date notices are sent to employees.~~ **By March 16<sup>th</sup> of the year in which layoffs have been approved by the Board (to take effect by the following school year)** the District will provide CSEA with an updated seniority roster for *the all* classification(s) in which the layoff is anticipated.

A list of positions and/or hours recommended for reduction or elimination and, for information only, any non-confidential documents supporting the need for layoff, will be furnished to CSEA at the time such information is given to the Governing Board **when it takes action on the proposed layoff.**

- ~~13.4.2 — An employee may challenge his/her place on the seniority roster by making objections to the Superintendent who shall review the objections and conduct an audit, if requested, and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff involving such employee(s).~~

- 13.4.3 After the Board action has been taken on a layoff *or reduction in assigned time*, a written notice of layoff shall be given to affected employees no *later than March 15 of each year* ~~less than sixty (60) calendar days~~ prior to the effective date of layoff, ~~on July 1~~ **June 30**. *The notice will include a statement of the unit members displacement rights as found in Education Code 45117. A termination interview with the Superintendent may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by mail to the President of CSEA's local chapter with a list of the employees to whom sent. Such notice*

shall indicate the layoff effective date and inform the employee of his/her displacement right, if any, and the reemployment rights.

~~13.4.4 Specially Funded Program Bargaining unit members subject to layoff for lack of funds in cases where specially funded programs expire at the end of any school year shall be given written notice on or before May 29th. The notice shall inform them of the layoff effective at the end of the school year and of their displacement and reemployment rights. If the termination date of the specially funded program is other than June 30th, the notice shall be given not less than sixty (60) calendar days before the effective date of layoff.~~

~~13.4.5 Bona Fide Reduction or Elimination of Services Bargaining unit members subject to layoff because of lack of work in the event of a bona fide reduction or elimination of service being performed by any department shall be given notice of layoff sixty (60) calendar days no later than March 15 of each year before the effective date of July 1. They shall be informed of their reemployment rights and displacement rights.~~

~~13.4.6 Layoff Due to Lack of Funds or Unforeseeable Causes The District is not bound to provide sixty (60) calendar days' notice in the event that it is unable to pay the salaries of bargaining unit members due to an actual and existing financial inability, or if layoff for lack of work results from causes not foreseeable or preventable by the District. The District will provide information about displacement rights and reemployment rights to any and all bargaining unit members and the CSEA Chapter President laid off under these conditions.~~

### 13.5 Displacement (Bumping) Rights

13.5.1 An employee who is laid off shall exercise bumping rights into the highest class/classification previously held, within a current or previously held class, ~~providing they meet minimum qualifications and providing the classification into which they are bumping is equal or lower than the currently held position.~~ The employee may bump a less senior employee no matter the hours worked per day. Where the employee is eligible to bump into more than one class the employee shall bump into the class of their choice.

13.5.2 Seniority, for the purpose of determining bumping rights, shall include ~~the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs, and higher classes.~~ **be based on the employees' seniority date in each prior held classification for which the employee can bump. For example, if a custodian has a**

**seniority date of 8/1/2015 and has been identified for layoff but held a different classification of instructional aide with a seniority date of 8/5/2010, this unit member would be able to bump the least senior instructional aide with a seniority date after 8/5/2010.**

13.5.3 *Upon request by CSEA, CSEA and the District agree to meet and negotiate the impacts and effects of the layoff/~~reduction in hours~~, no later than thirty (30) days after the District begins formal action to layoff ~~or reduce in assigned time~~ unit members.*

13.5.4 *CSEA and the District agree to begin negotiations over the decision to and impacts and effects of any proposed reduction in assigned time of unit members no later than thirty (30) days after the District begins formal action to reduce in assigned time unit members.*

13.5.5 *Final layoff/reduction in assigned time-notice to unit members shall be provided to them, ~~no later than~~ prior to May 15 of each year.*

### 13.6 Reemployment Eligibility

13.6.1 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to make application and establish their qualifications for vacant promotional positions or vacant positions they have not held within the District during the period of thirty-nine (39) months.

13.6.2 Voluntary Demotion or Voluntary Reduction of Hours - Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off. They shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class are still applicable.

13.6.3 Return to Former Class/Classification - Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, at the option of the employee, be returned to a position in their former class or the positions with increased assigned time as vacancies become available, and without limitations of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

- 13.6.4 An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be sent by first class mail and sent to the last known email address of the employee on record with the District.
- 13.6.5 In lieu of first class mail and/or email notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given written notice of all employees offered reemployment.
- 13.6.6 Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived. The period shall be extended to the next workday if it would otherwise end on a non-workday.
- 13.6.7 The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.
- 13.6.8 Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month right to reemployment in his/her former classification and with the same number of hours. If the employee accepts re-employment he/she must report to work as soon as possible or within eleven (11) workdays following receipt of the reemployment offer unless a late reporting date is indicated on the reemployment offer or the District approved a later reporting date.
- 13.7 Seniority - Seniority earned, to and including the effective date of layoff shall be reinstated to the employee who is subsequently re-employed by the District **within 39 months following their layoff**. Step placement on the salary schedule shall be the same as on the layoff date.
- 13.8 Sick Leave Hours - Sick leave hours earned and unused at the time of layoff shall be restored ~~upon reemployment~~ **if reemployed within 39 months**.
- 13.9 Vacation and Compensatory Time - Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee **as required by law**.
- 13.10 Retirement in Lieu of Layoff
- 13.10.1 Employees who are eligible, as determined by PERS, may seek retirement in lieu of being laid off.

13.10.2 The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District receives within five (5) working days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his/her retired status with PERS.

~~13.11 Improper Layoff - An employee who is improperly laid off and is otherwise entitled to employment shall be re-employed in the same or equal class immediately upon discovery of error.~~

13.12 Effects of Layoff

13.12.1 Any work shall be given to laid off employees in reverse order of seniority. An employee will be used as a substitute for any other jobs within the class for which a person is laid off or for which the person is qualified.

13.12.2 If the work is temporary in nature, the employee will be re-employed for said work at the previously held step of the appropriate range for the temporary classification.

13.12.3 Fringe benefits (health/welfare) will be continued for a period of three (3) months from the date of layoff, at the same pro-ration held prior to the layoff. District will continue to pay the same pro-ration paid prior to layoff for the three- (3) month period. At the expiration of the three (3) month period, the employee may continue to receive health/welfare benefits if arrangements are made with the District to continue benefits at the employee's expense for the thirty-nine (39) month period.

13.12.4 Upon return from layoff an employee will be placed at the appropriate rate of pay for the length of service, in no instance lower than he/she was making at the time of layoff.

**ARTICLE XXII - NEGOTIATION PROCEDURES TA**

22.1 Successor Contract - CSEA and the District agrees to present its *their* proposals for ~~reopens~~ *successor negotiations* at the first regularly scheduled meeting of the Governing Board in February. The District agrees to reopen negotiations within two (2) workdays after the regular meeting of the Governing Board in April 2023.

22.2 Reopeners - The District and the Association may each reopen on any two (2) Articles in addition to Article VI, Wages, and Article XV, Health and Welfare Benefits for the 2021-2022 and 2022-2023 school years.

~~22.2.1 In the event that the audited unrestricted ending balance or reserve in the general fund of the district is in excess of the state required level of 4%, either the District or the Association may request that negotiations be reopened on Article VI, Wages, and /or Article XV, Health and Welfare Benefits.~~

22.3 **Release Time** - Negotiations shall be scheduled to permit a maximum of five (5) bargaining unit members to be released from duty for the time required for such negotiations.

**ARTICLE IX - HOLIDAYS** TA 02.28.2022

9.1 **Scheduled Holidays** - The District agrees to provide all employees with the following paid holidays during the term of this Agreement.

*The District and CSEA agree to add Juneteenth to the list of scheduled holidays.*

**ARTICLE XV – HEALTH AND WELFARE BENEFITS**

15.1.3 **Part-Time Coverage** - Health benefits for part-time employees will be paid at the following percentages by the district:

6.1 or more hours: 100% (Capped at 2014-15 level of \$8,750; 2015-16 cap level is \$10,000 the current district contribution).

\*It is understood that current members employed by the District prior to July 1, 2000 will be grandfathered and will receive 55% of benefit package if working 3.5 hours – 4.0 hours. It is further understood that current members employed by the District for more than 4.1 hours per day but less than 6 hours per day prior to July 1, 2005 will be grandfathered and will receive:

2015-16- 5 hours, less than 6 hours: 75% % (Capped at 2014-15 level of \$8,750; cap level is \$10,000 the current district contribution).

2015-16- 4.1 hours, less than 5 hours: 60% % (Capped at 2014-15 level of \$8,750; cap level is \$10,000 the current district contribution).

Part-time employees may opt for greater percentage of full coverage in any one or a combination of the above benefits. If the employee selects a benefit or a combination of benefits, which exceeds the dollar amount provided by the District, the employee shall pay the difference through payroll deduction.

~~15.2 Salary in lieu of Benefits – Those employees receiving benefit pay currently will be capped at the 2003-2004 benefit pay level. If an employee is on lay-off status or promotes to a new position, the employee has the option to purchase benefits and receive the current cap based on hours employed or continue to receive benefit pay at the~~

~~previous level. Employees hired after May 10, 2004 and eligible for any portion of the District Health Cap may purchase benefits, but not receive any cash in lieu of benefits.~~

## 15.5 Retirement Benefits

15.5.1 Retirement Benefits – All benefited employees enrolled in District health benefits for a minimum of ten years at the time of retirement, and with twenty (20) or more years of service with the District shall receive three (3) years of the current district contribution, ~~prorated by the number of days worked,~~ to health and welfare coverage at the time of the unit member's retirement, up to the age of 65.

*For the purposes of calculation, unit members who receive District paid health plans will receive 100% of the Cap they are entitled to at retirement as outlined in the section above.*

~~Example: 195 contracted day employee = 75% of the cap  
191 contracted day employee = 74% of the cap  
181 contracted day employee = 70% of the cap~~

Employee may choose from one of the following options:

**Option A** – Up to the age of 65, the retiree may elect to continue coverage on the district's group health and welfare plan. Should the premium cost of coverage exceed the district contribution, the retiree is responsible to pay the excess directly to the district.

**Option B** – Up to the age of 65, the District agrees to pay in-lieu payments equivalent of 100% of the District's current contribution to health/welfare coverage at the time of the unit member's retirement. These payments shall be made on a quarterly basis.

*The Parties agree to renumber all appropriate amended articles above as appropriate.*

**SIGNATURE PAGE**

**CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION – CHAPTER 748:**

Date: 3-22-2022

Date: 3-22-2022

Date: 3-22-2022

Date: 3-22-22

Date: 3-22-2022

Kent R. Ernst  
Lucie Miller  
Collette Scales  
Kyle Howey

**VALLECITO UNION SCHOOL DISTRICT:**

Date: 3-22-2022

Date: 3-22-2022

Date: 3-22-2022

Date: 3-22-2022

John White  
John Wilson  
John O'Sullivan  
Clayton Bozge

**Reflects Approval by a Majority of the Membership of the CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION – CHAPTER 748:**

Date: 4-7-2022

Lucie Miller  
CSEA Chapter President

**Reflects Ratification by a Majority of the Membership of the Vallecito Union School District Governing Board:**

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

\_\_\_\_\_  
Board Clerk  
Vallecito Union School District  
Governing Board



Vallecito Union School District  
**2022-23 Classified Salary Schedule**

For Board Approval 5/11/22

2.5%      4.5%      4.5%      4.5%      4.5%      4.5%      3.0%      1.0%      1.0%

Grade	Position	step 1	2	3	4	5	6	7	8	9	10
1	Food Service Worker, Crossing Guard Paraeducator, Mail/Driver, School Clerk	15.30	15.68	16.39	17.13	17.90	18.71	19.55	20.14	20.34	20.54
2	Paraeducator - Spec Ed, Vis Imp, Bilingual	15.82	16.22	16.96	17.72	18.52	19.35	20.22	20.83	21.04	21.25
3	Cook Site Manager	15.90	16.30	17.03	17.80	18.60	19.44	20.31	20.92	21.13	21.34
4	Library/Media Specialist	16.29	16.70	17.45	18.24	19.06	19.92	20.82	21.44	21.65	21.87
5	Custodian, Comp Instructor/Technician	17.05	17.48	18.27	19.09	19.95	20.85	21.79	22.44	22.66	22.89
6	School Secretary	17.14	17.56	18.35	19.18	20.04	20.94	21.88	22.54	22.77	23.00
7	Lead Cook Site Manager/After School Program Supervisor/Maintenance II	20.86	21.38	22.34	23.35	24.40	25.50	26.65	27.45	27.72	28.00

Grade	Position	11	12	13	14	15	16	17	18	19	20
1	Food Service Worker, Crossing Guard Paraeducator, Mail/Driver, School Clerk	20.75	20.96	21.17	21.38	21.59	21.81	22.03	22.25	22.47	22.69
2	Paraeducator - Spec Ed, Vis Imp, Bilingual	21.46	21.67	21.89	22.11	22.33	22.55	22.78	23.01	23.24	23.47
3	Cook Site Manager	21.55	21.77	21.99	22.21	22.43	22.65	22.88	23.11	23.34	23.57
4	Library/Media Specialist	22.09	22.31	22.53	22.76	22.99	23.22	23.45	23.68	23.92	24.16
5	Custodian, Comp Instructor/Technician	23.12	23.35	23.58	23.82	24.06	24.30	24.54	24.79	25.04	25.29
6	School Secretary	23.23	23.46	23.69	23.93	24.17	24.41	24.65	24.90	25.15	25.40
7	Lead Cook Site Manager/After School Program Supervisor/Maintenance II	28.28	28.56	28.85	29.14	29.43	29.72	30.02	30.32	30.62	30.93

Insurance CAP for 2022-23 of \$11,250  
 2.5% increase at step 2  
 4.5% increase at step 3 through step 7  
 3% increase at step 8  
 1% longevity increase at step 9 through step 20

**Vallecito Union School District**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**VALLECITO CHAPTER #748**

**ARTICLES OF AGREEMENT**

**July 1, 2020 – June 30, 2023**

*Revised 6/22/16*

*Revised 7/12/17*

*Revised 6/6/18*

*Revised 6/16/20*

*Revised 12/9/20*

*Revised 5/11/2022*

Vallecito Union School District  
**2022-23 PRINCIPAL SALARY SCHEDULE**  
*For Board Approval 5/11/22*

		3%	3%	3%	3%	3%	3%	3%	3%	3%
COLUMN	1	2	3	4	5	6	7	8-9-10	11-12-13	14-15-16
K-5 School	100,881	103,907	107,025	110,235	113,542	116,949	120,457	124,071	127,793	131,627
6-8 School	103,533	106,639	109,838	113,133	116,527	120,023	123,624	127,333	131,153	135,087

- A) Master Degree Required
- B) Work year based on 210 days - It is the intention of the District and Board of Trustees that administrative work years should coincide with that of other administrators and with student schedules in order to promote effective planning, followup and coordination of programs
- C) Attendance required at all Board meetings
- D) Eleven (11) days of sick leave per year
- E) Salary of a principal at Columns 8 through 10 will step every three years
- F) New principals may be placed on schedule with up to ten (10) years credit for prior administrative experience
- G) Movement on schedule will be affected by evaluation
- H) 2022-23 Insurance Cap is \$11,250
- I) Principal with a doctorate will receive an additional \$2,000
- J) \$600 annual cell phone stipend

Vallecito Union School District  
**2022-23 School Psychologist, Licensed Professional**  
*For Board Approval 5/11/22*

**Annual Salary**

**School Psychologist**

STEP	1	2	3	4	5	6	7	8	9	10
190 days	90,203	92,909	95,696	98,567	101,524	104,570	107,707	110,938	112,047	113,168
	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
	114,299	115,442	116,597	117,763	118,940	120,130	121,331	122,544	123,770	125,008

**Licensed Professional**

STEP	1	2	3	4	5	6	7	8	9	10
190 days	72,162	74,327	76,557	78,854	81,219	83,656	86,165	88,750	89,638	90,534
	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
	91,440	92,354	93,277	94,210	95,152	96,104	97,065	98,036	99,016	100,006

- 1) 2022-23 Insurance Cap is \$11,250
- 2) \$600 annual cell phone stipend
- 3) \$500 auto/mileage stipend
- 4) All work days are 8 hours per day
- 5) Intern Psychologists and Licensed Professionals will receive an annual salary of 80% of step 1
- 6) Intern Psychologists \$72,162 and Intern Licensed Professional \$57,730 for the 2021/22 fiscal year.
- 7) 1% longevity increase at step 11 through step 20

Vallecito Union School District  
**2022-23 Chief Business Official Salary Schedule**  
*For Board Approval 5/11/22*

**Annual Salary**

		5%	5%	5%	5%	5%	5%	5%	4%	4%
STEP	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
260 days	92,958	97,606	102,486	107,610	112,991	118,640	124,572	130,801	136,033	141,474
	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
	142,889	145,747	147,204	148,676	150,163	151,665	153,181	154,713	156,260	157,823

- 1) Insurance CAP for 2022-23 of \$11,250
- 2) Contract days 260-work days 218
- 3) Mandatory attendance at all Board meetings
- 4) Business Manager with CBO certificate will receive a \$500 annual stipend
- 5) \$600 annual cell phone
- 6) 1% longevity increase at step 11 through step 20

Vallecito Union School District  
**2022-23 Classified Management - Adm Asst/Human Resources**  
*For Board Approval 5/11/22*

**Annual Salaries**

**Manager of Maintenance & Operations, Manager of Technology**

		4%	4%	4%	4%	4%	4%	5%	4%	4%
STEP	1	2	3	4	5	6	7	8	9	10
260 days	65,952	68,590	71,334	74,187	77,155	80,241	83,450	87,623	91,128	94,773
	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
	95,721	96,678	97,645	98,621	99,607	100,603	101,609	102,625	103,652	104,688

**Assistant Manager of Maintenance & Operations**

		4%	4%	4%	4%	4%	4%	5%	4%	4%
STEP	1	2	3	4	5	6	7	8	9	10
260 days	56,838	59,112	61,476	63,936	66,493	69,153	71,919	75,515	78,535	81,677
	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
	82,494	83,318	84,152	84,993	85,843	86,702	87,569	88,444	89,329	90,222

**Administrative Assistant - Human Resources**

		4%	4%	4%	4%	4%	4%	5%	4%	4%
STEP	1	2	3	4	5	6	7	8	9	10
260 days	73,012	75,932	78,969	82,128	85,413	88,830	92,383	97,002	100,882	104,917
	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
	105,967	107,026	108,097	109,178	110,269	111,372	112,486	113,611	114,747	115,894

- 1) 2022-23 Insurance Cap is \$11,250
- 2) Mandatory attendance at all Board meetings
- 3) \$600 annual cell phone stipend
- 4) \$500 auto/mileage stipend for Administrative Assistant - Human Resources
- 5) 1% longevity increase at step 11 through step 20

Vallecito Union School District  
**2022-23 CONFIDENTIAL SALARY SCHEDULE**  
*For Board Approval 5/11/2022*

			4.2	4.2	4.2	4.2	4.2	4.2	5	4	4
Account Clerk II	STEP	1	2	3	4	5	6	7	8	9	10
		260 days	19.79	20.62	21.49	22.39	23.33	24.31	25.33	26.59	27.66
		<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
		29.63	29.63	29.63	30.52	30.52	30.52	31.43	31.43	31.43	31.75

			4.2	4.2	4.2	4.2	4.2	4.2	5	4	4
Account Clerk III	STEP	1	2	3	4	5	6	7	8	9	10
		260 days	20.63	21.50	22.40	23.35	24.33	25.35	26.41	27.73	29.12
		<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
		31.49	31.49	31.49	32.44	32.44	32.44	33.41	33.41	33.41	33.74

			4.2	4.2	4.2	4.2	4.2	4.2	5	4	4
Administrative Secretary	STEP	1	2	3	4	5	6	7	8	9	10
		260 days	21.54	22.45	23.39	24.37	25.40	26.46	27.57	28.95	30.11
		<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
		32.25	32.25	32.25	33.22	33.22	33.22	34.22	34.22	34.22	34.56

- 1) 2022-2023 Insurance cap is \$11,250
- 2) Step 11, 14, 17 increase by 3%. Step 20 increase by 1%

# **BOARD POLICY**

## **3<sup>rd</sup> READING**

*May 11, 2022*



# CSBA Sample Board Policy

Instruction

BP 6112(a)

## SCHOOL DAY

Note: The following optional policy may be revised to reflect district practice. California law specifies the minimum length of the school day for elementary and secondary schools; see the accompanying administrative regulation. **In its Frequently Asked Questions about independent study, the California Department of Education (CDE) has clarified that the same minimum school day requirements apply to traditional independent study as for students attending in-person instruction.**

The Governing Board shall fix the length of the school day ~~subject to the provisions of in accordance with~~ law. (Education Code 46100)

*(cf. 6111 - School Calendar)*

~~At each school, the~~ The length of the school day shall ~~apply equally to students with disabilities unless otherwise~~ be the same for all students, ~~except as otherwise permitted by law.~~ For any student with a disability, the length of the school day shall be as specified in the student's individualized education program or Section 504 plan.

*(cf. 6158 - Independent Study)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

Note: The following optional paragraph is for use by districts that maintain elementary schools and may be modified to reflect district practice. Pursuant to Education Code 33350, ~~the California Department of Education CDE~~ encourages districts to provide daily recess periods for elementary students, featuring time for unstructured but supervised play. The Superintendent of Public Instruction's Task Force on Obesity, Type 2 Diabetes, and Cardiovascular Disease recommends that students in grades K-6 be provided with recess or other physical activity breaks at least once per 120 minutes of instruction. The National Association for Sport and Physical Education recommends daily recess breaks of at least 20 minutes each day.

The ~~daily~~ schedule for elementary schools shall include at least one ~~daily~~ period of recess of at least 20 minutes ~~in length in order to provide, during which~~ students ~~with unstructured but shall be provided~~ supervised ~~opportunities to engage in unstructured~~ physical activity.

*(cf. 5030 - Student Wellness)*

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

Note: The remainder of this policy applies to districts that maintain secondary schools and may be modified to reflect district practice.

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

## SCHOOL DAY (continued)

The Board encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

Prior to implementing a block ~~or alternative~~ schedule ~~program in which that will allow~~ secondary students to attend ~~class school~~ for fewer school days ~~than the total number of school days for which the school is in session~~, the Board shall consult ~~with the certificated and classified employees of the school~~ in good faith, ~~in a good faith an~~ effort to reach agreement ~~with the certificated and classified employees of the school, and shall also consult with~~ parents/guardians of the students who would be affected by the change, and the community at large. Such consultation shall include at least one public hearing for which the Board ~~has given~~ shall give adequate notice to the employees and to the parents/guardians of affected students. (Education Code 46162)

*(cf. 9320 - Meetings and Notices)*

*Legal Reference: (see next page)*

## SCHOOL DAY (continued)

*Legal Reference:*EDUCATION CODE

- 8970-8974 Early primary program, including extended-day kindergarten  
 37202 Equal time in all schools  
 37670 Year-round schools  
 46010 Total days of attendance  
 46100 Length of school day  
 46110-46119 Kindergarten and elementary schools, day of attendance  
 46120 **Kindergarten and elementary schools, expanded learning opportunity program**  
 46140-46147 Junior high school and high school, day of attendance  
 46148 **School day for middle and high school**  
 46160-46162 Alternative schedule - junior high and high school  
 46170 Continuation schools, minimum day  
 46180 Opportunity schools, minimum day  
 46190-46192 Adult education classes, day of attendance  
 46200-46206 Minimum instructional time  
 48200 Compulsory attendance for minimum school day  
 48663 Community day school, minimum school day  
 48800-48802 Concurrent enrollment in community college  
 51222 Physical education, instructional minutes  
 51760-51769.5 Work experience education  
 52325 Regional occupational center, minimum day

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

2021-22 AA &amp; IT Independent Study FAQs, 2021

Clarifications for Student Learning in Quarantine, 2021

Conducting Individualized Determinations of Need, 2021

NATIONAL ASSOCIATION FOR SPORT AND PHYSICAL EDUCATION POSITION STATEMENTS

Recess for Elementary School Students, 2006

STATE BOARD OF EDUCATION POLICY STATEMENTS

99-03 Physical Education (PE) Requirements for Block Schedules, July 2006

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Extending Learning Time for Disadvantaged Students, August 1995

WEST ED PUBLICATIONS

Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005

WEB SITESCalifornia Department of Education: <http://www.cde.ca.gov>National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>State Board of Education: <http://www.cde.ca.gov/re/lr/wr/waiverpolicies.asp>U.S. Department of Education: <http://www.ed.gov>WestEd: <http://www.wested.org>

(11/02 4/13) 12/21

# CSBA Sample Administrative Regulation

Instruction

AR 6112(a)

## SCHOOL DAY

Note: The following optional administrative regulation specifies minimum and maximum school days for each grade level as provided by law. The district may revise this regulation to reflect district practice.

Pursuant to Education Code 46114, the minimum school day in grades K-8 may be computed by determining the average number of minutes over 10 consecutive school days (i.e., the number of minutes of attendance in any 10 consecutive school days, divided by 10). Education Code 46142 authorizes the minimum school day in junior high and high schools to be computed by averaging the number of minutes over two consecutive school days. The district will be in compliance if the average is at least the minimum day required by law, even if the number of minutes in any one school day is less than the minimum required school day specified below. However, Education Code 46114 and 46142 provide that no single school day may be less than 60 minutes for kindergarten, 170 minutes for grades 1-3, or 180 minutes for grades 4-12.

Education Code 46201 and 46207 require districts that have reached their local control funding formula (LCFF) funding target, as well as districts that received longer day or longer year funding prior to the implementation of the LCFF, to offer at least the following instructional minutes per school year: 36,000 minutes for kindergarten, 50,400 for grades 1-3, 54,000 for grades 4-8, and 64,800 for grades 9-12. Pursuant to Education Code 46201 and 46207, if this requirement is not met for any grade level, a portion of the district's LCFF allocation will be withheld.

### Kindergarten/Transitional Kindergarten

Note: The following section is for use by districts that maintain kindergarten and transitional kindergarten (TK) classes. Education Code 37202, ~~as amended by AB 99 (Ch. 15, Statutes of 2017)~~, permits districts to maintain kindergarten or TK classes for different lengths of time during the school day, either at the same or different school sites. Districts offering kindergarten or TK classes for different lengths of time are still required to meet the minimum and maximum length of school day described below.

Kindergarten and transitional kindergarten (TK) classes in district schools may be maintained for different lengths of time, either at the same or different school sites. (Education Code 37202)

Note: Education Code 46117 establishes a minimum school day of three hours (180 minutes) for kindergarten students. However, pursuant to Education Code 46119, if a district has fewer than 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher.

~~Except as otherwise permitted by law, the~~ The average school day established for kindergarten and TK students shall be at least three hours, including recesses but excluding noon intermissions, ~~but not longer than four hours, excluding recesses.~~ If fewer than 40 students are enrolled in kindergarten classes, the district may request approval of the

## SCHOOL DAY (continued)

Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each. (Education Code ~~46111~~, 46114, 46115, 46117, 46119)

Note: Education Code 46111 limits the maximum length of the school day for kindergarten to four hours, not counting recesses, except where the school is operating an early primary program pursuant to Education Code 8970-8974 or an expanded learning opportunity program established pursuant to Education Code 46120, as added by AB 130 (Ch. 44, Statutes of 2021).

In any school day, kindergarten and/or TK students shall not be kept in school for longer than four hours, excluding recesses, except where the school is operating an early primary program pursuant to Education Code 8970-8974 or an expanded learning opportunity program pursuant to Education Code 46120. (Education Code 46111, 46115, 46120)

Note: The following optional paragraph is for use by districts that have established an early primary program pursuant to Education Code 8970-8974 in order to provide an integrated, experiential, and developmentally appropriate educational program with specified components for students in prekindergarten through grade 3. Education Code 8973 provides that the kindergarten school day in such programs may exceed four hours under the conditions described below, although districts do not receive additional apportionment funds for the excess time.

In any district school operating an early primary program pursuant to Education Code 8970-8974, the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)

1. The Governing Board has declared that the extended-day kindergarten program does not exceed the length of the primary school day.
2. The extended-day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program.

Note: The following paragraph is optional. Although Education Code 46111 provides that recess shall be excluded from determining the maximum school day, it is the interpretation of the California Department of Education (CDE) that recess time may be counted as instructional minutes, at the district's discretion, if teacher supervision occurs.

Under an extended day kindergarten program, Recess may be counted as instructional minutes for purposes of determining the maximum school day if it occurs under teacher supervision.

Note: The following optional paragraph is for use by districts that maintain multitrack year-round schools pursuant to Education Code 37670.

SCHOOL DAY (continued)

In any multitrack year-round school operating pursuant to Education Code 37670, the kindergarten school day may be up to 265 minutes, excluding recesses. (Education Code 46111)

(cf. 6117 - Year-Round Schedules)

Note: ~~The following optional paragraph is for use by districts that have established an early primary program pursuant to Education Code 8970-8974 in order to provide an integrated, experiential, and developmentally appropriate educational program with specified components for students in prekindergarten through grade 3. Education Code 8973 provides that the kindergarten school day in such programs may exceed four hours under the conditions described below, although districts do not receive additional apportionment funds.~~

~~In any district school operating an early primary program pursuant to Education Code 8970-8974, the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)~~

- ~~1. The Governing Board has declared that the extended day kindergarten program does not exceed the length of the primary school day.~~
- ~~2. The extended day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program.~~

Note: Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part day, full day, or both, by completing the School Information Form 2017 located on CDE's web site. The form also includes the type(s) of TK program offered.

The Superintendent or designee shall annually report to the California Department of Education as to whether the district's kindergarten and TK programs are offered full day, part day, or both. (Education Code 48003)

Grades 1-8

Note: The following section is for use by districts that maintain any of grades 1-8 and should be modified to reflect the grade levels offered by the district.

Except as otherwise provided by law, the school day for elementary and middle school students shall be:

1. At least 230 minutes for students in grades 1-3, unless the Board has prescribed a shorter school day because of lack of school facilities requiring double sessions, in which case the minimum school day shall be 200 minutes (Education Code 46112)

SCHOOL DAY (continued)

2. At least 240 minutes for students in grades 4-8 (Education Code 46113, 46142)

In determining the number of minutes for purposes of compliance with the minimum school day for students in grades 1-8, both noon intermissions and recesses shall be excluded. (Education Code 46115)

**Note: The following optional paragraph is for any district maintaining a middle school, except a rural school district. Pursuant to Education Code 46148, the school day for a middle school is required to begin no earlier than 8:00 a.m.**

**The school day for a middle school shall begin no earlier than 8:00 a.m. (Education Code 46148)**

Grades 9-12

**Note: The following section is for use by districts that maintain any of grades 9-12 and may be modified to reflect the grade levels offered by the district.**

**The school day for a high school shall begin no earlier than 8:30 a.m. (Education Code 46148)**

**Note: In its "Frequently Asked Questions" about independent study, CDE has clarified that the same minimum school day requirements apply to traditional independent study as for students attending in-person instruction.**

The school day for students in grades 9-12, including students in the traditional independent study program, shall be at least 240 minutes. (Education Code 46141, 46142)

*(cf. 6158 - Independent Study)*

**Note: The following list should be revised to reflect programs offered by the district.**

However, the school day may be less than 240 minutes when authorized by law. Programs that have a minimum school day of 180 minutes include, but are not necessarily limited to:

1. Continuation high school or classes (Education Code 46141, 46170)

*(cf. 6184 - Continuation Education)*

2. Opportunity school or classes (Education Code 46141, 46180)

3. Regional occupational center (Education Code 46141, 52325)

*(cf. 6178.2 - Regional Occupational Center/Program)*



## SCHOOL DAY (continued)

4. Work experience education program approved pursuant to Education Code 51760-51769.5 (Education Code 46141, 46144)

A student in grade 12 who is enrolled in work experience education and is in his/her the last semester or quarter before graduation may, upon written request by the student's parent/guardian or the student, if 18 years of age or over be permitted to attend school for less than 180 minutes per school day if he/she would complete all requirements for graduation would be completed, except physical education courses, in less than 180 minutes each day. (Education Code 46147)

*(cf. 6178.1 - Work-Based Learning)*

5. Concurrent enrollment in a community college pursuant to Education Code 48800-48802 or, for students in grades 11-12, part-time enrollment in classes of the California State University or University of California, provided academic credit will be awarded upon satisfactory completion of enrolled courses (Education Code 46146)

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

6. An early college high school or middle college high school, provided the students are enrolled in community college or college classes in accordance with item #5 above (Education Code 46141, 46146.5)
7. Special day or Saturday vocational training program conducted under a federally approved plan for career technical education (Education Code 46141, 46144)

*(cf. 6178 - Career Technical Education)*

8. Adult education classes (Education Code 46190)

*(cf. 6200 - Adult Education)*

Note: The following optional paragraph is for use by districts that operate an evening high school pursuant to Education Code 51720-51724.

For an evening high school operated pursuant to Education Code 51720-51724, the number of days, specific days of the week, and number of hours during which the program shall be in session may be determined by the Board. (Education Code 46141, 51721)

Students in grade 12 shall be enrolled in at least five courses each semester or the equivalent number of courses each quarter. This requirement shall not apply to students enrolled in regional occupational centers or programs, courses at accredited postsecondary institutions,



**SCHOOL DAY** (continued)

independent study, special education programs in which the student's individualized education program establishes a different number of courses, continuation education classes, work experience education programs, or any other course of study authorized by the Board that is equivalent to the approved high school course of study. (Education Code 46145)

*(cf. 6158 - Independent Study)*

*(cf. 6159 - Individualized Education Program)*

**Alternative Block Schedule for Secondary Schools**

Note: The following optional section is for use by districts that choose to create a block schedule pursuant to Education Code 46160-46162; see the accompanying Board policy. In establishing a block schedule, the district should be aware of state law (Education Code 51222) that requires secondary students to attend physical education courses for at least 400 minutes each 10 school days; see AR 6142.7 - Physical Education and Activity. Although the daily alternating block schedule, often referred to as the A/B block schedule, does fulfill the requirement for physical education minutes, other block schedules do not and thus require a waiver from the State Board of Education (SBE). See SBE Waiver Policy #99-03 for waiver criteria.

In order to establish a block or other alternative schedule or to accommodate career technical education and regional occupational center/program courses, the district may authorize students to attend fewer than the total number of days in which school is in session provided that students attend classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period. (Education Code 46160)

Note: The following optional paragraph is for use by districts that maintain an early college high school or middle college high school. Pursuant to Education Code 46160, ~~as amended by AB 99 (Ch. 15, Statutes of 2017)~~; such districts may schedule classes in these schools so that students who satisfy the provisions of Education Code 46146.5 in regard to part-time enrollment at community college, the California State University, or the University of California attend classes for at least 900 minutes during any five-school day period or 1,800 minutes during any 10-school day period.

An early college high school or middle college high school may be scheduled so that students attend classes for at least 900 minutes during any five-school day period or 1,800 minutes during any 10-school day period. (Education Code 46160)

(4/13 10/17) 12/21

Policy Reference UPDATE Service

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The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, mental or physical disability, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

#### Elementary Grades

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

#### Secondary Grades

The district shall offer all otherwise qualified students in grades 7-8 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. The district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry. (Education Code 51228)

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities prior to graduation. (Education Code 51224, 51228)

The Superintendent or designee shall develop a process by which courses that meet California college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

*Courses of Study*  
*BPL6143*

Grades 1-6

446173  
AR 6143

Courses of study for grades 1-6 shall include the following:

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)
2. Mathematics: concepts, operational skills, and problem-solving. (Education Code 51210)
3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in: (Education Code 51210)
  - a. The history, resources, development, and government of California and the United States  
Instruction shall include the early history of California and a study of the role and contributions of men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)
  - b. The development of the American economic system, including the role of the entrepreneur and labor
  - c. The relations of persons to their human and natural environments
  - d. Eastern and western cultures and civilizations
  - e. Contemporary issues
  - f. The wise use of natural resources
4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)
5. Visual and performing arts: instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)
6. Health: principles and practices of individual, family, and community health, including instruction at the appropriate grade levels and subject areas in: (Education Code 51202, 51210)
  - a. Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation (CPR) when appropriate equipment is available
  - b. Fire prevention
  - c. The protection and conservation of resources, including the necessity for the protection of the environment
  - d. Venereal disease
  - e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body
  - f. Violence as a public health issue
7. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind (Education Code 51210)
8. Violence awareness and prevention
9. Career awareness exploration

Grades 7-8

Courses of study for grades 7/8 shall include the following:

1. English: knowledge and appreciation of literature, language, and composition, and the skills of reading, listening, and speaking (Education Code 51220)
2. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, with instruction in: (Education Code 51220)
  - a. The history, resources, development, and government of California and the United States, including instruction in:
    - i. The early history of California and a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society (Education Code 51204.5)
    - ii. World War II, including the role of Americans and Filipino Americans who served in the United States Army during that time
    - iii. The Vietnam War, including the "Secret War" in Laos and role of Southeast Asians in that war
    - iv. The Bracero program, in which there was a 1942 agreement between the United States and Mexico authorizing the temporary migration of laborers to the United States
  - b. The American legal system, the operation of the juvenile and adult criminal justice systems, and the rights and duties of citizens under the criminal and civil law and the state and federal constitutions

This course may include participation in a teen court or peer court program. (Education Code 51220.2)

- c. The development of the American economic system, including the role of the entrepreneur and labor
- d. The relations of persons to their human and natural environments, including the wise use of natural resources (Education Code 51221)
- e. Eastern and western cultures and civilizations
- f. Human rights issues, with particular attention to the study of the inhumanity of genocide (which may include, but is not limited to, the Armenian, Cambodian, Darfur, and Rwandan genocides), slavery, and the Holocaust
- g. Contemporary issues

3. World language(s): understanding, speaking, reading, and writing, beginning not later than grade 7 (Education Code 51220)

4. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind, as required by Education Code 51222 (Education Code 51220)

5. Science: physical and biological aspects; emphasis on basic concepts, theories, and processes of scientific investigation and on the place of humans in ecological systems; appropriate applications of the interrelation and interdependence of the sciences (Education Code 51220)

6. Mathematics: mathematical understandings, operational skills, and problem-solving procedures; algebra (Education Code 51220, 51224.5)

7. Visual and performing arts: dance, music, theatre, and visual arts, with emphasis upon development of aesthetic appreciation and creative expression (Education Code 51220)

8. Applied arts: consumer education, family and consumer sciences education, industrial arts, general business education, or general agriculture (Education Code 51220)

9. Career technical/vocational-technical education: in the occupations and in the numbers appropriate to the personnel needs of the state and community served and relevant to the career desires and needs of students (Education Code 51220)

10. Comprehensive sexual health and HIV prevention (Education Code 51225.36, 51934)

11. Personal and public safety, accident prevention and health, including instruction in: (Education Code 51202, 51203)

- a. Emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and CPR when appropriate equipment is available

Instruction shall be provided in compression-only CPR based on national guidelines and shall include hands-on practice. (Education Code 51225.6)

- b. Fire prevention

- c. The protection and conservation of resources, including the necessity for the protection of the environment

- d. Venereal disease

- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

- f. Prenatal care for pregnant individuals

- g. Violence as a public health issue

12. Violence awareness and prevention

13. Ethnic studies.

Commencing in the 2025-26 school year, the district shall offer a one-semester course in ethnic studies as specified in Education Code 51225.3.

In addition, the course of study for grade 7 and/or 8 may include parenting skills and education, including, but not limited to, child growth and development, parental responsibilities, household budgeting, child abuse and neglect issues, personal hygiene, maintenance of healthy relationships, teen parenting issues, and self-esteem. (Education Code 51220.5)

High schools shall offer automobile driver education that includes instruction in: (Education Code 51220, 51220.1, 51220.4)

- 1. Vehicle Code provisions and other relevant state laws

- 2. Proper acceptance of personal responsibility in traffic

- 3. Appreciation of the causes, seriousness, and consequences of traffic accidents

- 4. Knowledge and attitudes necessary for the safe operation of motor vehicles

- 5. The safe operation of motorcycles

- 6. The dangers involved in consuming alcohol or drugs in connection with the operation of a motor vehicle

- 7. The rights and duties of a motorist as they pertain to pedestrians and the rights and duties of pedestrians as they pertain to traffic laws and traffic safety

## Certification of College Preparatory Courses

- The Superintendent or designee shall identify district courses that may qualify for designation as "a-g" college preparatory courses, including courses in history-social science, English, mathematics, laboratory science, languages other than English, visual and performing arts, career technical education, and college preparatory electives. The Superintendent or designee shall submit any necessary information regarding each identified course to the University of California (UC) for "a-g" designation:

### Notification and Information to Students in Grades 9-12

At the beginning of each school year, the Superintendent or designee shall provide written notice to parents/guardians of students in grades 9-12 that, to the extent possible, shall not exceed one page in length and that includes all of the following: (Education Code 51229)

1. A brief explanation of the course requirements for admission to UC and the California State University (CSU)
2. A list of the current UC and CSU websites that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU
3. A brief description of what career technical education is, as defined by the California Department of Education (CDE)
4. The Internet address for the portion of the CDE website where students can learn more about career technical education
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses

The Superintendent or designee shall provide information to students and parents/guardians regarding the completion and submission of the Free Application for Federal Student Aid (FAFSA) and/or the California Dream Act Application (CADAA) at least once before grade 12. (Education Code 51225.8)

### Financial Aid Requirements for Students in Grade 12

Commencing in the 2022-23 school year, the Superintendent or designee shall ensure that each student in grade 12 completes and submits a FAFSA to the U.S. Department of Education or, if a student is exempt from paying nonresident tuition a CADAA to the Student Aid Commission (CSAC), unless either: (Education Code 51225.7)

1. The student's parent/guardian, emancipated minor, or student age 18 years or older submits an opt-out form to the district
2. If the district determines that a student is unable to complete a requirement of Education Code 51225.7, the district shall exempt the student or the student's parent/guardian from completing the FAFSA, CADAA, or opt-out form and shall complete and submit an opt-out form on the student's behalf

The Superintendent or designee shall ensure that each high school student in grade 12, and if applicable, the student's parent/guardian, be directed to any support and assistance necessary to complete the FAFSA and/or CADAA that may be available through outreach programs, including, but not limited to, programs operated by CSAC, postsecondary immigration resource centers, college readiness organizations, community-based organizations, and/or legal resource organizations: (Education Code 51225.7)

Information shared by students and parents/guardians in completing and submitting the FAFSA and/or CADAA shall be handled in compliance with the federal Family Rights and Privacy Act and applicable state law, regardless of any person's immigration status or other personal information. (Education Code 51225.7)

# CSBA Sample Board Policy

Instruction

BP 6158(a)

## INDEPENDENT STUDY

Note: Education Code 51745-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.

~~AB 167 (Ch. 252, Statutes of 2021) amended various Education Code provisions related to independent study, as reflected throughout this policy and the accompanying administrative regulation. Education Code 51747, as amended by AB 167, authorizes a district to receive apportionment credit for independent study for any student who is unable to attend in-person instruction due to a quarantine, under a local or state public health guidance, for exposure to or infection with COVID-19 or due to a school closure for COVID-19, pursuant to Education Code 41422.~~

Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state apportionments for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.

~~Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies, including loss of apportionment for independent study for districts found to be noncompliant.~~

Education Code 51749.5 mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

~~Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies and other requirements, including loss of apportionment for independent study pursuant to Education Code 51747 and 51749.5 for districts found to be noncompliant.~~

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130 **and amended by AB 167**. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice.

## INDEPENDENT STUDY (continued)

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 - Charter School Authorization)*

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

Note: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year as to students who are unable to participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19, including the requirement that participation in independent study be voluntary.

The California Department of Education (CDE), in its 2021-22 AA & IT Independent Study FAQs, interpreted Education Code 51747 as permitting a district to require a student to participate in independent study under circumstances specified in the following paragraph.

Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

Note: Pursuant to Education Code 46300, as amended by AB 130, the attendance of students participating in independent study for three or more consecutive school days will be included in computing average daily attendance (ADA) for apportionment purposes.

However, for the 2021-22 school year, districts are permitted pursuant to Education Code 51747, as amended by AB 167, to claim apportionment for fewer than three consecutive school days for students who cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.

## INDEPENDENT STUDY (continued)

~~The following optional paragraph is for use by districts that wish to limit independent study to periods of three or more consecutive school days.~~

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, The the~~ minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

## General Independent Study Requirements

Note: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only, ~~and thereafter to offer independent study at their discretion.~~ Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPI.

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may ~~continue to~~ offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

*(cf. 5147 - Dropout Prevention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6200 - Adult Education)*

Note: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. CDE, in its "Frequently Asked Questions," clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.



## INDEPENDENT STUDY (continued)

**The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)**

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionments credits are received, the length of time determined by the Board in its policy should be reflected in the district's student's written agreement. See the section "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. ~~However, w~~When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. **However, in no event shall the due date of an assignment be extended beyond up to the termination date of the agreement.**

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

## INDEPENDENT STUDY (continued)

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning **of** required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

Note: Education Code 51747, as amended by AB 130, **mandates** the Board to adopt policy that includes the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, **mandates** the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described below and defined in the accompanying administrative regulation. This requirement only applies to students participating in an independent study program for 15 school days or more.

**According to CDE's "2021-22 AA & IT Independent Study FAQs," synchronous instruction for traditional independent study only counts toward meeting the minimum day requirements if students produce a work product that is evaluated for time value as an outcome from their participation in the synchronous instruction.**

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

## INDEPENDENT STUDY (continued)

Note: Education Code 51747, as amended by AB 130 and AB 167, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for students who meet the conditions specified in the following paragraph. ~~all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week.~~ This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students ~~who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students~~ participating in an independent study program for 15 school days or more ~~who~~. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. ~~Are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar~~
2. ~~Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span~~
3. ~~Are in violation of their written agreement~~

~~Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)~~

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the ~~absence recording of a non-attendance day~~ or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

Note: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying regulation.

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

## INDEPENDENT STUDY (continued)

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. For the 2021-22 school year only, **Education Code 51747, as amended by AB 167, requires the district is required to obtain a signed written agreement for an independent study program of any length of time no later than 30 days after the first day of instruction in an independent study program or October 15, whichever date comes later.**

In addition, Education Code 51749.5 mandates the Board to adopt policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the section "Master Agreement" below for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Note: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in English, be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to ~~CDE the California Department of Education~~.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.

## INDEPENDENT STUDY (continued)

Upon the request of the parent/guardian of a student, ~~and before making a decision about enrolling or disenrolling in independent study and entering into a signing a~~ written agreement ~~to do so as described below in the section "Master Agreement,"~~ the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, ~~and, if requested,~~ their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

## Master Agreement

Note: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of three or more consecutive school days pursuant to Education Code 46300, as amended by AB 130, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study pursuant to Education Code 51747, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's written permission.

For the 2021-22 school year however, the district must obtain a signed written agreement for independent study, ~~of any length of time,~~ no later than 30 days after the first day of instruction in independent study ~~or October 15, whichever date comes later,~~ pursuant to Education Code 51747, as amended by ~~AB 130~~ AB 167. This requirement is also applicable to independent study for a student who is unable to attend classroom-based instruction due to quarantine or school closure for COVID-19.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

~~However,~~ for the 2021-22 school year only, the district shall obtain a signed written agreement ~~from each student participating in for an~~ independent study program for any length of time, no later than 30 days after the first day of instruction in ~~the independent study program.~~

~~A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)~~

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.



**INDEPENDENT STUDY (continued)**

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

Note: As described in the section "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747, as amended by AB 130, also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

## INDEPENDENT STUDY (continued)

**Note: Pursuant to Education Code 51747, as amended by AB 167, a master agreement is not required to include the following statement for any student who, during the 2021-22 school year, cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.**

8. A statement that independent study is an optional educational alternative in which no student may be required to participate

**For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.**

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the ~~pupil~~ **student**, no later than 30 days after the first day of instruction **in the independent study program or October 15, whichever date comes later.**

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

## INDEPENDENT STUDY (continued)

## Course-Based Independent Study

Note: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

*(cf. 4112.2 - Certification)*

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.



**INDEPENDENT STUDY (continued)**

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

*(cf. 5125 - Student Records)*

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

*(cf. 6162.51 - State Academic Achievement Tests)*

**INDEPENDENT STUDY (continued)**

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*  
*(cf. 6112 - School Day)*

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

*(cf. 3260 - Fees and Charges)*

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

**Learning Agreement for Course-Based Independent Study**

<p>Note: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.</p>
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## INDEPENDENT STUDY (continued)

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #23 of ~~the Course-Based Independent Study section~~ above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.

## INDEPENDENT STUDY (continued)

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. ~~For 2022-23 school year and thereafter, B~~before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, ~~and by the student's parent/guardian or caregiver;~~ if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

~~However, A~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

~~The A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute student's or the parent/guardian's signature shall constitute permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)~~

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

## INDEPENDENT STUDY (continued)

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

## Student-Parent-Educator Conferences

Note: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records ~~for Audit Purposes~~

Note: Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021-22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting to the extent that these verifications are not yet included in the audit guide, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

## INDEPENDENT STUDY (continued)

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

Note: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which the student is independent study is provided independent study. A student who does not participate in independent study on a school day shall must be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. Commencing in the 2021-22 fiscal year, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements, and a finding of noncompliance will result in loss of apportionment in proportion to the impact on ADA from the noncompliance.

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program is provided. A student who does not participate in independent study scheduled live interaction or synchronous instruction on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

**INDEPENDENT STUDY (continued)**

Note: Education Code 51747 authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

**Program Evaluation**

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

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison, to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 6162.5 - Student Assessment)*

*Legal Reference: (see next page)*

## INDEPENDENT STUDY (continued)

*Legal Reference:*EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

~~41422 Apportionment credit for student inability to attend in-person or school closure due to COVID-19~~

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

~~46100 Length of school day~~

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-6552 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONSModesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365*Management Resources: (see next page)*



INDEPENDENT STUDY (continued)

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

2021-22 AA & IT Independent Study FAQs, 2021

Clarifications for Student Learning in Quarantine, 2021

Conducting Individualized Determinations of Need, 2021

Legal Requirements for Independent Study, 2021

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

(12/14 7/21) 12/21

Policy Reference UPDATE Service

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# CSBA Sample Administrative Regulation

Instruction

AR 6158(a)

## INDEPENDENT STUDY

### Definitions

Note: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

*Live interaction* means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

*Student-parent-educator conference* means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

*Synchronous instruction* means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5 ~~or the certificated employee providing instruction for course-based independent study.~~ (Education Code 51745.5)

### Educational Opportunities

Note: Pursuant to Education Code 51745, as amended by AB 130, the district is required to offer independent study to meet the educational needs of students for the 2021-22 school year unless the district obtains a waiver from such requirement.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Note: The following section is optional. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1-6 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

INDEPENDENT STUDY (continued)

*(cf. 6143 - Courses of Study)*

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

*(cf. 5112.3 - Student Leave of Absence)*

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

**Note: Education Code 51745, as amended by AB 167, permits districts to provide independent study to students who cannot participate in classroom-based instruction due to a COVID-19 quarantine. See the accompanying board policy.**

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

*(cf. 0420.4 - Charter School Authorization)*

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

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

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

*(cf. 5113 - Absences and Excuses)*

**Note: The following paragraph is for use by districts maintaining high schools.**

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

*(cf. 6146.1 - High School Graduation Requirements)*

**INDEPENDENT STUDY (continued)****Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

**Eligibility for Independent Study**

**Note: Pursuant to Education Code 51748, independent study students must be enrolled in school as a condition of receiving state apportionments.**

~~Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation. To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)~~

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

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

## INDEPENDENT STUDY (continued)

Note: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (Education Code 48204(b)) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.1 - District Residency)*

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

**Note: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year for students who cannot participate in classroom-based instruction as a result of a quarantine order or school closure due to COVID-19, including the limitation on providing a temporarily disabled student individual instruction pursuant to Education Code 48206.3 by means of independent study.**

**With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code ~~51745~~ 51747)**

*(cf. 6183 - Home and Hospital Instruction)*

Note: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for independent study for students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant to Education Code 46300.4, these students may be eligible for independent study through the adult education program for courses required for high school graduation. See BP/AR 6200 - Adult Education.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

**INDEPENDENT STUDY (continued)**

Note: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

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

*(cf. 6184 - Continuation Education)*

**Monitoring Student Progress**

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

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

**INDEPENDENT STUDY (continued)****Responsibilities of Independent Study Administrator**

Note: The following optional section may be revised to reflect district practice.
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The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

**Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

Note: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study AIDA would not be funded.
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Pursuant to Education Code 51745.6, as amended by AB 130, the <u>Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting</u> must incorporate verification of applicable teacher-student ratios commencing in the 2021-22 fiscal year.
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The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a

## INDEPENDENT STUDY (continued)

collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

Note: The remainder of this section is optional and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

Note: Pursuant to Education Code 51747.5, as amended by AB 167, the district may only claim apportionment credit for independent study based on the time value of student work products as personally judged in each instance by a certificated teacher employed by the district. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

Note: Education Code 51747.5, as amended by AB 130 and AB 167, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction independent study on a school day shall be documented as nonparticipatory for that school day for purposes of student participation reporting and tiered reengagement pursuant to Education Code 51747.



INDEPENDENT STUDY (continued)

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, **as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study is provided program**

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*

(7/16 7/21) 12/21

# **BOARD POLICY**

## **2<sup>ND</sup> READING**

*May 11, 2022*

# CSBA Sample

## Board Policy

Instruction

BP 6170.1(a)

### TRANSITIONAL KINDERGARTEN

Note: The following policy is for use by districts that maintain kindergarten and may be revised to reflect district practice. Education Code 48000 provides that children are eligible for kindergarten enrollment if they have their fifth birthday on or before September 1 in that school year; see AR 5111 - Admission. Pursuant to Education Code 48000, as amended by AB 130 (Ch. 44, Statutes of 2021) and AB 167 (Ch. 252, Statutes of 2021), for the 2021-22 school year, districts are required to admit any child whose fifth birthday is between September 2 and December 2 ~~must be offered~~ to a transitional kindergarten (TK) program as a condition of apportionment and revises the timespans for mandatory admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year as described below.

In its "Transitional Kindergarten FAQs," the California Department of Education (CDE) provides that the laws governing TK programs apply equally to all districts including basic aid districts. Districts with questions about the application of the TK mandatory admittance requirements to basic aid districts should consult legal counsel.

Education Code 48000 defines TK as the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Many of the requirements applicable to kindergarten (e.g., class size, minimum school day, facilities) are also applicable to TK. The district will receive funding based on average daily attendance (ADA) for students in a TK program that meets the requirements specified in Education Code 48000.

Education Code 8281.5, as added by AB 130, establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom-based prekindergarten programs. The program allocates funding to all districts that operate kindergarten programs through minimum base grants, enrollment grants based on a district's kindergarten enrollment, and supplemental grants based on a district's percentage of unduplicated students. Grant funds may be used for costs associated with creating or expanding preschool programs through the California State Preschool Program (CSPP) or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the district, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not necessarily limited to, planning costs, hiring and recruitment costs, staff training and professional development, classroom materials, and supplies.

Education Code 17375, as amended by AB 130 and AB 167, establishes the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to provide one-time grants to school districts to construct new school facilities or retrofit existing school facilities including for the purpose of providing TK classrooms.

For guidance on implementing TK programs, see the Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, published by ~~the California Department of Education (CDE)~~.

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The

TRANSITIONAL KINDERGARTEN (continued)

TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

Eligibility

Note: Education Code 48000, as amended by AB 130 and AB 167, revises the timespans for mandatory admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year.

The district's TK program shall admit children **as follows:** (Education Code 48000):

1. For the 2021-22 school year, children whose fifth birthday is ~~from~~ between September 2 through December 2
2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2
3. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
4. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
5. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

Note: Pursuant to Education Code 48000, as amended by AB 130 and AB 167, a child's eligibility for TK enrollment may not impact family eligibility for a preschool or childcare program.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).

## TRANSITIONAL KINDERGARTEN (continued)

Note: CDE's "Transitional Kindergarten FAQs" clarify that children are required to have documentation of required immunizations or a valid exemption prior to admission to TK. For information about required immunizations and exemptions, see BP/AR 5141.31 - Immunizations.

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

*(cf. 5111 - Admission)*

*(cf. 5111.1 - District Residency)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

Note: The following paragraph is optional. If the district chooses to allow kindergarten-eligible children to enroll in the TK program, CDE recommends that the district establish criteria to determine selection requirements. The parent/guardian of a kindergarten-eligible child who is enrolled in TK must, at the end of the year, sign a Kindergarten Continuance Form verifying agreement with the child enrolling in kindergarten the following year; see section "Continuation in Kindergarten" below.

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee determines that it is in the child's best interest.

Note: The following paragraph is optional. Pursuant to Education Code 48000, as amended by ~~AB 130 and AB 167~~, the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after ~~December 2 the date specified for admittance for the applicable year as described above~~. Such students may be admitted at any time during the school year, including at the beginning of the year. Education Code 48000 provides that districts will not receive ADA apportionment for a child whose birthday is after ~~the date specified for the applicable year December 2~~ until the child's fifth birthday.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after ~~December 2 the date specified for admittance for the applicable year as described above~~ of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

### Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

## TRANSITIONAL KINDERGARTEN (continued)

(cf. 6141 - Curriculum Development and Evaluation)  
 (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Note: Education Code 48000 states the Legislature's intent that the TK curriculum be aligned to the California Preschool Learning Foundations developed by CDE. These standards address essential knowledge and skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)  
 (cf. 6011 - Academic Standards)  
 (cf. 6174 - Education for English Learners)

Note: The following optional paragraph may be revised to reflect district practice. Education Code 37202 permits districts to maintain TK and kindergarten classes for different lengths of time during the school day, either at the same or a different school site. Districts offering TK classes for different lengths of time are still required to meet the minimum and maximum length of school day provided in law. Pursuant to Education Code 46111, **as amended by AB 130, 46115, and 46117**, at the kindergarten and TK level the minimum school day is three hours (180 minutes), including recess but excluding noon intermission, and the maximum school day is four hours (240 minutes), excluding recess, **except for students in expanded learning opportunity programs intended to supplement instructional time provided by a district pursuant to Education Code 46120 or if** ~~unless~~ the district has adopted an extended-day kindergarten pursuant to Education Code 8973. However, pursuant to Education Code 46119, if the district has fewer than 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher. Also see AR 6112 - School Day.

Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part day, full day, or both. The California Basic Educational Data System (CBEDS) School Information Form, located on CDE's web site, requires a report on the type of TK program offered.

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long **except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120**. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

## TRANSITIONAL KINDERGARTEN (continued)

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

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

Note: Education Code 8281.5, as added by AB 130 and amended by AB 167, requires districts receiving grants through the California Prekindergarten Planning and Implementation Grant Program to develop a plan for consideration by the Board at a public meeting on or before June 30, 2022 for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, the CSPP, Head Start programs, and other community-based early learning and care programs.

The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

Note: The following optional paragraph may be revised to reflect district practice. According to CDE's "Transitional Kindergarten FAQs," it is the intent of the law to provide separate and unique experiences for TK and kindergarten students. However, districts have flexibility to determine how best to meet the curricular needs of each child and whether TK and kindergarten students may be enrolled in the same classrooms.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a ~~California State Preschool Program~~ CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code ~~8235~~ 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272



TRANSITIONAL KINDERGARTEN (continued)

4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

*(cf. 5148.3 - Preschool/Early Childhood Education)*

Note: Education Code 48000, as amended by AB 130, requires districts to maintain an average TK class enrollment of not more than 24 students for each school site.

The district shall maintain an average TK class enrollment of not more than 24 students for each school site. (Education Code 48000)

Staffing

Note: To be qualified to teach a TK class, the teacher must possess an appropriate multiple subjects or early childhood education credential issued by the Commission on Teacher Credentialing authorizing instruction in TK. Education Code 48000 establishes additional requirements for credentialed teachers who are first assigned to a TK class after July 1, 2015, as provided below.

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9.

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

*(cf. 4112.2 - Certification)*

Note: Education Code 48000, as amended by ~~SB 98 (Ch. 24, Statutes of 2020)~~ AB 130, extends until August 1, ~~2021~~ 2023, the requirement for credentialed teachers who are first assigned to a ~~transitional kindergarten~~ TK class to meet additional qualifications, as described below.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, ~~2021~~ 2023, have at least 24 units in early childhood education and/or child development, comparable **professional** experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)



## TRANSITIONAL KINDERGARTEN (continued)

**Note:** Education Code 8281.5, as added by AB 130, permits the use of funding from the California Prekindergarten Planning and Implementation Grant Program for the purpose of professional development, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

**Note:** Education Code 48000, as amended by AB 130, requires districts to, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year.

The district shall, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. (Education Code 48000)

*(cf. 4131 - Staff Development)*

## Continuation to Kindergarten

**Note:** The following section is consistent with guidance in CDE's "Transitional Kindergarten FAQs."

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

**Note:** The following optional paragraph is for use by districts that allow kindergarten-eligible children to enroll in TK; see "Eligibility" section above. When such students are subsequently enrolled in kindergarten, the district is required to obtain a signed Kindergarten Continuance Form in order to receive kindergarten ADA for those children since they would otherwise be age-eligible for first grade. CDE recommends that approval for a student to continue in kindergarten not be sought until near the end of the year of TK, since permission obtained unreasonably far in advance could be found invalid.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

**Note:** Pursuant to Education Code 46300, the district may not include for ADA purposes the attendance of any student for more than two years in kindergarten or for more than two years in a combination of TK and kindergarten.

## TRANSITIONAL KINDERGARTEN (continued)

A student shall not attend more than two years in a combination of TK and kindergarten.  
(Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

### Assessment

Note: The following section may be revised to reflect district practice. One assessment resource for TK students is CDE's Desired Results Developmental Profile, which is designed to assess the developmental progression of all children from early infancy to kindergarten entry.

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

### Legal Reference:

#### EDUCATION CODE

~~8235 California State Preschool Program~~

~~8207 California State Preschool Program administration~~

~~8241 Staffing ratios for center-based programs~~

~~8281.5 California Prekindergarten Planning and Implementation Grant Program~~

~~8970-8974 Early primary programs; extended-day kindergarten~~

~~17375 Establishment of California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program~~

~~37202 School calendar; equivalency of instructional minutes~~

~~44065 Issuance of and functions requiring credentials~~

~~44256 Authorization for teaching credentials~~

~~44258.9 Assignment monitoring by county superintendent of schools~~

~~46111 Kindergarten, hours of attendance~~

~~46114-46119 Minimum school day, kindergarten~~

~~46120 Expanded Learning Opportunities Program~~

~~46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten~~

~~48000 Age of admission, kindergarten and transitional kindergarten~~

~~48002 Evidence of minimum age required to enter kindergarten or first grade~~

~~48003 Kindergarten annual report~~

~~48011 Admission on completing kindergarten~~

~~48200 Compulsory education, starting at age six~~

*Legal Reference continued: (see next page)*

TRANSITIONAL KINDERGARTEN (continued)

Legal Reference: (continued)

**CODE OF REGULATIONS, TITLE 5**

**18000-18434 Child care and development programs, especially:**

**18068 Attendance and expenditure reports**

**18272 Developmental profile**

**18281 Environment rating scales**

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile: **A Developmental Continuum from Early Infancy up to**

**Kindergarten Entry**, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013

California Preschool Learning Foundations, Vol. 3, 2012

California Preschool Curriculum Framework, Vol. 2, 2011

California Preschool Learning Foundations, Vol. 2, 2010

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

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

California Kindergarten Association: <http://www.ckanet.org>

<https://californiakindergartenassociation.org/>

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

Transitional Kindergarten California: <http://tkcalifornia.org>

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Policy Reference UPDATE Service

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# CSBA Sample Board Bylaw

Board Bylaws

BB 9320(a)

## MEETINGS AND NOTICES

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

*(cf. 9321 - Closed Session)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location ~~as permitted by Government Code 54953~~, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

Note: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business.

This prohibition against serial meetings also applies to communications via technology. Email exchanges, chat room threads, or comments posted on a blog or social media account that result in a majority of the Governing Board "discussing ~~among themselves~~" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. Pursuant to Government Code 54952.2, as amended by AB 992 (Ch. 89, Statutes of 2020), Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Consequently, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board. See BB 9012 - Board Member Electronic Communications.

In 84 Ops. Cal. Atty. Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the district's web site, and (3) distributed ~~(in a printed version)~~ at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate.

## MEETINGS AND NOTICES (continued)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Note: Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member. ~~Thus, Superintendent briefings involving less than a majority of the Board are allowed, but participants must ensure that the comments or positions of one member are not shared with other members.~~

However, an employee or district official may engage in separate conversations ~~or communications~~ with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

*(cf. 9012 - Board Member Electronic Communications)*

Note: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (**ADA**) (42 USC 12132) and implementing regulations (28 CFR 35.160, 36.303). Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

### Regular Meetings

Note: Education Code 35140 and Government Code 54954 **mandate** the Board to fix the time and place for its regular meetings by rule and regulation.

The Board shall hold \_\_\_\_\_ regular meeting(s) each month. Regular meetings shall be held at \_\_\_\_\_ p.m. on the \_\_\_\_\_ (day) at the \_\_\_\_\_.

Note: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. Government Code 54954.2 also requires that the agenda be posted on the district's ~~Internet~~ web site, if it has one. Any district that does not have a web site should delete the reference to it in the following paragraph.

## MEETINGS AND NOTICES (continued)

The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty.Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's ~~Internet~~ web site. (Government Code 54954.2)

*(cf. 1113 - District and School Web Sites)*

Note: Pursuant to Government Code 54957.5, the agenda must list any address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting; see BB 9322 - Agenda/Meeting Materials. In addition, pursuant to the California Public Records Act (Government Code 6252-6270), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to the inspection of any member of the public. For a list of documents subject to disclosure by the district, see BP/AR 1340 - Access to District Records.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose ~~at the time the materials are distributed to all or a majority of the Board.~~ (Government Code 54957.5)

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

### Special Meetings

Note: Education Code 35144 and Government Code 54956 allow the Board to hold special meetings to address any matter that requires timely action. For example, the Board may hold a special meeting to discuss the need for an emergency state apportionment when the district is in financial distress; see ~~BP/AR~~ 3460 - Financial Reports and Accountability. However, pursuant to Government Code 54956, certain specified matters, as described below, may not be addressed in a special meeting.

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

*(cf. 2121 - Superintendent's Contract)*

## MEETINGS AND NOTICES (continued)

Note: Pursuant to Government Code 54956, written notice of a special meeting may be delivered personally or by other means, including email or fax. Government Code 54956 requires any district that has its own ~~Internet~~ web site to also post the notice on its web site. Any district that does not have its own web site should delete reference to it in the following paragraph.

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's ~~Internet~~ web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (~~Education Code 35144~~; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

**Emergency Meetings**

Note: Government Code 54956.5 authorizes a closed session during emergency meetings, as long as two-thirds of the members present at the meeting agree on the need for the closed session or, if less than two-thirds of the members are present, by unanimous vote of the members present. See BB 9321 - Closed Session and E(1) 9323.2 - Actions by the Board.

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

**MEETINGS AND NOTICES (continued)**

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

**Adjourned/Continued Meetings**

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time **and place** and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

**Study Sessions, Retreats, Public Forums, and Discussion Meetings**

<p>Note: The following section is optional and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the public notice requirements when holding a study session, retreat, public forum or other such meeting.</p>
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**MEETINGS AND NOTICES (continued)**

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

*(cf. 2000 - Concepts and Roles)*  
*(cf. 2111 - Superintendent Governance Standards)*  
*(cf. 9000 - Role of the Board)*  
*(cf. 9005 - Governance Standards)*  
*(cf. 9400 - Board Self-Evaluation)*

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

**Other Gatherings**

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

*(cf. 9130 - Board Committees)*

**MEETINGS AND NOTICES (continued)**

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

**Location of Meetings**

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques

**MEETINGS AND NOTICES (continued)**

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

**Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

Note: In 84 Ops. Cal. Atty. Gen. 181 (2001), the Attorney General opined that a city is not required under the ~~ADA Americans with Disabilities Act~~ to provide, as an accommodation for city council member with disabilities who was unable to attend a regularly scheduled meeting, a teleconference connection to the member's house where the public would not be permitted to be present. According to the Attorney General, Government Code 54953 requires that members of the public be permitted to be present at any teleconference location.

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

## MEETINGS AND NOTICES (continued)

**Teleconferencing During a Proclaimed State of Emergency**

Note: Pursuant to Government Code 54953, as amended by AB 361 (Ch. 165, Statutes of 2021), boards are authorized, until January 1, 2024, to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency pursuant to Government Code 8625-8629 when any of the following circumstance exist: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) when it has been determined, as a result of an emergency, that meeting in person would impose such risks.

While a resolution is not required by law to make findings required by Government Code 54953, as amended by AB 361, CSBA offers sample resolutions available on its web site for (1) recognizing a state of emergency and authorizing teleconferenced meetings and (2) recognizing a state of emergency and re-authorizing teleconferenced meetings. CSBA recommends that if resolutions are not utilized, the motion and findings to authorize or reauthorize emergency teleconferenced meetings are included in the meeting minutes.

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act

MEETINGS AND NOTICES (continued)

2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

*(cf. 9323.2 - Actions by the Board)*

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. State or local officials continue to impose or recommend measures to promote social distancing

## MEETINGS AND NOTICES (continued)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

*Legal Reference:*EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions in connection with a student
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 3511.1 Local agency executives
- 6252-6270 California Public Records Act
- 8625-8629 California Emergency Services Act
- 11135 State programs and activities; prohibition of discrimination
- 54950-54963 The Ralph M. Brown Act, especially:
  - 54953 Meetings to be open and public; attendance; teleconference
  - 54954 Time and place of regular meetings
    - 54954.2 Agenda posting requirements, board actions
  - 54956 Special meetings; call; notice
    - 54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act
- CODE OF FEDERAL REGULATIONS, TITLE 28
  - 35.160 Effective communications for individuals with disabilities
  - 36.303 Auxiliary aids and services for individuals with disabilities

COURT DECISIONS

*Garnier v. Poway Unified School District*, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

*Knight First Amendment Institute at Columbia University v. Trump*, (2019) 928 F.3d 226 (2019)

*Wolfe v. City of Fremont*, (2006) 144 Cal.App. 4th 533 54433

ATTORNEY GENERAL OPINIONS

- 88 *Ops. Cal. Atty. Gen.* 218 (2005)
- 84 *Ops. Cal. Atty. Gen.* 181 (2001)
- 84 *Ops. Cal. Atty. Gen.* 30 (2001)
- 79 *Ops. Cal. Atty. Gen.* 69 (1996)
- 78 *Ops. Cal. Atty. Gen.* 327 (1995)

*Management Resources: (see next page)*

MEETINGS AND NOTICES (continued)

*Management Resources:*

CSBA PUBLICATIONS

*The Brown Act: School Boards and Open Meeting Laws, rev. 2019*

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

*The ABCs of Open Government Laws*

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

*Open and Public ~~V.A.H.~~: A Guide to the Ralph M. Brown Act, 2016 2nd Ed., 2019*

WEB SITES

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

CSBA, GAMUT Meetings:

<http://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy>

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

Institute for Local Government: <http://www.ca-ilg.org>

League of California Cities: <http://www.cacities.org>

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