Pleasant Valley Joint Union Elementary School District
BOARD OF TRUSTEES
AGENDA
Wednesday, November 13, 2019

TIME: 6:00 p.m.
PLACE: Pleasant Valley School
        Room 4/Library
        2025 Ranchita Canyon
        San Miguel, CA 93451

PLEASE NOTE ALL BOARD MEETINGS ARE RECORDED.
COPIES OF RECORDINGS ARE KEPT IN ACCORDANCE WITH BOARD BYLAW 9324.

1.0 OPEN SESSION
  1.1 Welcome and Pledge to the Flag
  1.2 Roll Call
  1.3 Order of Business

2.0 PUBLIC COMMENT
Government Code §54954.3 provides that, before or during the Board’s consideration of an item, the public may
address the Board directly on any item of interest that is within the Board’s purview, provided that no action shall be
taken on an item not appearing on the agenda unless otherwise authorized by Government Code §54954.2(b).
Further, to ensure the intent of Government Code §54954.3(a) is carried out, the Board may impose reasonable
regulations including limiting the amount of time allocated for public testimony on particular issues and for each
individual speaker. Speakers are requested to limit their presentations to four minutes unless the time is waived by a
majority of the Board members present.

If a member of the audience requests a response to their comments, the Board of Trustees may ask the
Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional
information be provided to the Board on a future agenda.

3.0 CONSENT AGENDA
(Unless the Board pulls an item for separate action, the items listed below are approved without discussion.)
  3.1 Minutes of the Regular Meeting of October 9, 2019
  3.2 Approval of Contracts, Memorandums of Understanding, Acceptance of Grants
       ▪ MOU with SLOCOE for the K-12 Strong Workforce Program
       ▪ MOU with SLOCOE for the Provision of Courier Mail Service
       ▪ MOU with SLOCOE for the Provision of Data Processing Services
       ▪ Agreement with Shandon Unified School District for Psychologist Services
  3.3 Approval of October 2019 Purchase Warrants
  3.4 Adoption of Proposed Revisions to Administrative Regulation 3320 – Claims and
       Actions Against the District and Board Policy/Administrative Regulation 3551 – Food
       Service Operations/Cafeteria Fund
  3.5 Approval of Proposed Revisions to Board Policy 5131.2 – Bullying and Board
       Policy/Administrative Regulation 5136 – Gangs and Adoption of Administrative
       Regulation 5131.2 – Bullying
4.0 REPORTS
4.1 Superintendent/Principal’s Report
   • Thanksgiving Feast (November 22, 12 noon)
   • Paso Robles Parade of Lights (December 7)
   • Winter Program (December 18, 6 pm)
4.2 Staff Reports
4.3 Board Report and Communication
4.4 Parents Actively Supporting Education (P.A.S.E.) Report
4.5 Annual Report of Developer Fees for the 2018/19 Fiscal Year and Five Year Accounting of Developer Fees
4.6 2018/19 ELPAC and CAASPP Data Reports

5.0 ACTION ITEMS
5.1 Approval of Safe Schools Plan
5.2 Approval of the Cardiac Emergency Action Plan
5.3 Nomination for the San Luis Obispo County Committee Member at Large on School District Organization
5.4 Approval to Change the December Board Meeting Date

6.0 DISCUSSION ITEMS
6.1 Proposed Adoption of Board Policy 0520 – Intervention for Underperforming Schools and Board Policy 0520.1 – Comprehensive and Targeted Support and Improvement
6.2 Proposed Revisions to Administrative Regulation 4117.7/4317.7 – Employment Status Reports and Adoption of Board Policy 4216 – Probationary/Permanent Status
6.3 Proposed Revisions to Board Policy/Administrative Regulation 6174 – Education for English Learners
6.4 Proposed Revisions to Board Bylaw 9323 – Meeting Conduct
6.5 Approval of Proposed Revisions to Board Policy 4119.22/4219.22/4319.22 – Dress and Grooming
6.6 Approval of Proposed Revisions to Board Policy/Administrative Regulation 5132 – Dress and Grooming

7.0 PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
(The opportunity is provided per Government Code 54954.3 to allow the public to comment (for a period of up to three (3) minutes) prior to the Board’s consideration of any closed session agenda item. An additional opportunity is provided later in the agenda for comment on open session agenda items or non-agendized items.)

8.0 CLOSED SESSION
8.1 Conference with Legal Counsel on Potential Litigation (1 case)
(Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9)
9.0 RECONVENE IN OPEN SESSION
9.1 Report on Closed Session

10.0 ADJOURNMENT

OFFICIAL AGENDA POSTED IN THE SCHOOL OFFICE
PLACE OF MEETING: Pleasant Valley School, Room 4/Library, 2025 Ranchita Canyon, San Miguel, CA 93451

1.0 OPEN SESSION
1.1 Welcome and Pledge to the Flag

Board President Borden called the meeting to order at 6:00 p.m.

1.2 Roll Call

Members Present: Aaron Borden, Amy Bowen, Dora Denning
Members Absent: Julie Kirby, Joseph Parker
Staff Present: Wendy Nielsen, Superintendent, and Cheryl Parks, Recording Secretary

1.3 Order of Business

There were no changes to the order of business.

2.0 PUBLIC COMMENT

There were no requests to address the Board.

3.0 CONSENT AGENDA
(Unless the Board pulls an item for separate action, the items listed below are approved without discussion.)
3.1 Minutes of the Regular Meeting of September 11, 2019
3.2 Approval of Personnel Action Report
3.3 Approval of September 2019 Warrants
3.4 Approval of Williams Complaint Summary
3.5 Approval of Facility Use by the American Red Cross
3.6 Approval of Proposed Revisions to Board Policy 1112 – Media Relations
3.7 Approval of Proposed Revisions to Administrative Regulation 3514 – Environmental Safety, Adoption of Board Policy 3540 – Transportation and Elimination of Administrative Regulation 3540 – Transportation
3.8 Approval of Proposed Revisions to Board Policy 4119.22/4219.22/4319.22 – Dress and Grooming
3.9 Approval of Proposed Revisions to Board Policy 5131.2 – Bullying. Board Policy/Administrative Regulation 5132 – Dress and Grooming, and Board Policy/Administrative Regulation 5136 – Gangs and Adoption of Administrative Regulation 5131.2 – Bullying

3.10 Approval of Proposed revisions to Board Policy/Administrative Regulation 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction and Board Policy 6142.6 – Visual and Performing Arts Education

Superintendent Nielsen reported that the District has been the location for the Red Cross to stage their recovery stations in the event of a major incident. They toured the school and were impressed with the facilities and the organization of our emergency equipment. SIPE funds are now available to purchase a generator to keep our refrigerator functioning. Trustee Denning expressed concerns with the language on dress and grooming and requested items 3.8 and 3.9 be pulled from the agenda to address separately. The 5th grade maturation instruction was explained, including tacit consent. The 7th grade parents must specifically excuse their student from the instruction, however. Trustee Bowen inquired about the next social studies curriculum adoption. Ms. Nielsen reported the District will follow Paso Robles in adopting curriculum. Ms. Bowen expressed her concern with the 7th and 8th grade social studies curriculum.

**MOTION:** A motion was passed to approve Consent Agenda items 3.1 through 3.7 and 3.10 as presented. (Denning/Borden) (3/0)

4.0 REPORTS

4.1 Superintendent/Principal’s Report
   - Water Grant
   - Upcoming school events
   - Progress on LCAP expenditures
   - Red Ribbon Week
   - Emergency Drill

Superintendent Nielsen reported the water grant was finished three weeks ago but we have experienced difficulties with the floats in the new tanks. The floats have now been replaced. Ms. Nielsen reported we purchased a realtor box to allow Adage access to make repairs if needed without the need for staff to be on site. The final bill has been submitted but we requested and the engineer provided an as-built set of plans. The cost of the as-built plans was about $8,000 and will be paid out of the remaining grant funds.

Ms. Nielsen reported she spoke with some PASE parents regarding the October events. Planning for the Thanksgiving Feast has begun. The need for space out the fundraisers has been noted. We will likely conduct a canned food drive after the new year.

The LCAP expenditures are proceeding. Scheduling assemblies has been a challenge without the facilities some require. Red Ribbon Week technically is October 25 – 31 but we will run it October 27 through November 1. The Great Shakeout is set for October 17. The local fire department has been invited to participate and our SRO will be testing the RAVE app. We also anticipate having the information for staff on how to handle a bomb threat.
4.2  **Staff Reports**

There was no staff report. Superintendent Nielsen reported they are starting the new round of novel units but nothing further to report.

4.3  **Board Report and Communication**

Trustee Denning noted some parents were unaware of the after school childcare during parent conferences. Suggested what parents might do with the younger children during the parent conferences. Especially getting the information to new parents on the daycare for conferences.

Trustee Bowen acknowledged that notifications have improved with earlier notices to parents. It is much appreciated.

4.4  **Parents Actively Supporting Education (P.A.S.E.) Report**

Trustee Denning reported on Harvest Festival with the proceeds to be used to pay for camp. They identified the games that will be played. They have developed a new way to sell tickets. P.A.S.E. will clean up afterwards. Superintendent Nielsen indicated there are a number of nice tables in Room 9 available for the festival. Ms. Denning reported she spoke with the field person who indicated that October 1 was the last date to hydrosed before having to wait until April. Ms. Nielsen suggested seeking a second opinion. Trustee Borden suggested using the sprinklers to grow what will grow and keep it mowed short until the spring. The proceeds from the cookie, candy, and popcorn fundraiser will go toward educational field trips. The P.A.S.E. meeting was well attended with good feedback from parents.

5.0  **DISCUSSION ITEMS**

5.1  **Discussion of the California School Dashboard State and Local Indicators Report**

Superintendent Nielsen reported on the local indicators, explaining data will be released by the state shortly. Pleasant Valley's scores look good. Chronic absenteeism is generally the result of some of our families traditionally pulling their child out of school around the holiday breaks. We have four or five chronic absent students. Our overall attendance rate is 96%. Trustee Bowen reported students in her district are dropped after the third unexcused absence and have to re-enroll when they return. Review of basic services shows we have the textbooks we need and that we are meeting the academic standards. Staff will be participating in a class on "depth-of knowledge questioning" training on Monday, October 14. This training will also be extended to the paraeducators as well. Parent satisfaction with the school is 93% percent. The data on school cleanliness and parent engagement was reviewed. The students' perspective on school climate was reported. The focus for the future is on professional development, afterschool homework and interventions for math. We continue to be involved with MTSS; however, we are so far ahead on the training that it is not an effective use of our funds. Staff will instead visit other schools. Ms. Nielsen reported she will notify the trustees once the dashboard is available to the public.
5.2 Proposed Revisions to Board Policy/Administrative Regulation 4218 – Dismissal/Suspension/Disciplinary Action

Superintendent Nielsen reported this policy is revised periodically.

5.3 Proposed Revisions to add 3320 – Claims and Actions Against the District and Board Policy/Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund

There were no questions on the proposed changes.

6.0 ACTION ITEMS

6.1 Approval of Revised Certificated Salary Schedule to Add Certificated Tutor

Superintendent Nielsen reported we do not have a job description for certificated tutor. By creating a job description we can place it on the certificated salary schedule at a more appropriate rate of pay designed to attract quality people.

MOTION: A motion passed to approve the revised Certificated Salary Schedule as presented. 
(Bowen/Denning) (3/0)

6.2 Adoption of Superintendent’s Goals for 2019/20

Superintendent Nielsen noted the goal for the last two years was to improve academics. Ms. Nielsen suggested it should continue to be our goal but suggested increased communication should be added as an area for improvement. The district will focus on ensuring students are prepared for the next grade level.

MOTION: A motion passed to adopt the 2019/20 Superintendent’s Goals as presented. (Denning/Borden) (3/0)

7.0 ADJOURNMENT

The meeting adjourned at 6:50 p.m.

Amy Bowen, Board Clerk

Date
Pleasant Valley Joint Elementary School District
BOARD OF TRUSTEES
November 13, 2019

ITEM: Approval of Contracts, Memorandums of Understanding, Acceptance of Grants

SUBMITTED BY: Wendy Nielsen, Superintendent

TYPE OF ITEM: Action/Consent

BACKGROUND INFORMATION
The District annually enters into a myriad of contracts for services in all departments throughout the year. In most cases, the cost of the services is factored into each department's budget at the beginning of the year. Examples include contracts for photocopy machine service, postage machine lease, special education services, staff development training, computer virus protection, legal services, school facility consultants, school finance consultants, yearbook publication, internet service provider, tech support for library software, audit reports, and more.

Service and consultant contracts are routinely brought to the Board with a recommendation for ratification. Copies of contracts, memorandums of understanding or grants are available for review upon request.

CURRENT CONSIDERATIONS
This agenda item presents for Board ratification the following contracts/memorandums of understanding, and acceptance of grants:
- MOU with SLOCOE for the K12 Strong Workforce Program
- MOU with SLOCOE for the Provision of Courier Mail Service
- MOU with SLOCOE for the Provision of Data Processing Services
- Agreement with Shandon Unified School District for Psychologist Services

FINANCIAL IMPLICATIONS
- There are no financial implications for the K12 Strong Workforce Program other than grant funds that will be available to the district for CTE education.
- The District will agree to pay $2,708 a year for courier services provided by SLOCOE.
- The District will agree to pay $353.77 for data processing services provided by SLOCOE.
- The District will agree to pay $355.10 per half day of psychologist services for 38 weeks of service from Shandon Unified School District.

BOARD GOAL
This item is in accordance with Board Goal #1 – Student Achievement; #2 – 21st Century Skills;
STAFF RECOMMENDATION
It is respectfully requested that the Board ratify the aforementioned agreements, contracts and grants.

SUPPORTING DOCUMENTS
MOU with SLOCOE for the K12 Strong Workforce Program
MOU with SLOCOE for the Provision of Courier Mail Service
MOU with SLOCOE for the Provision of Data Processing Services
Agreement with Shandon Unified School District for Psychologist Services
MEMORANDUM OF UNDERSTANDING

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
and
PLEASANT VALLEY JOINT UNION ELEMENTARY SCHOOL DISTRICT

This Memorandum of Understanding sets forth the terms and conditions under which the San Luis Obispo County Office of Education (SLOCOE), serving as the San Luis Obispo County Consortium lead and fiscal agent, and Pleasant Valley Joint Union Elementary School District (LEA District) serving as the local educational agency, will work together to meet the deliverables of the California Community Colleges Chancellor’s Office (CCCCO) K12 Strong Workforce Program (K12SWP) grant.

This K12SWP grant is a regional collaborative project. The K12SWP’s purpose is to establish partnerships with South Central Coast Regional Consortium (Regional Consortium) colleges, San Luis Obispo County Office of Education (SLOCOE), Santa Barbara County Education Office (SBCEO), school districts, business and community partners throughout Santa Barbara and San Luis Obispo Counties to improve career technical education (CTE) services to enrolled high school and community college students.

Term
The term of this service agreement is from July 1, 2019 – June 30, 2021, subject to all terms and conditions set forth herein.

As partners in this project the SLOCOE and LEA District agree to:
A. Work exclusively with SBCEO and SLOCOE as the K12SWP Santa Barbara and San Luis Obispo CTE Consortium, hereinafter referred to as Consortium, for purposes of applying for, receiving, and administering K12SWP Program funds
B. Engage in regional efforts to align workforce, employment, and education services utilizing braided and matched funds for collective impact
C. Offer high quality curriculum and instruction to enrolled pupils aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education courses that enable pupils to transition to postsecondary education programs from K-12 programs that lead to a career pathway or attain employment upon graduation
D. Provide K-12 enrolled pupils with quality career exploration and guidance
E. Provide K-12 enrolled pupils support services, including counseling and leadership development
F. Provide opportunities for K-12 enrolled pupils to participate in after school, extended day, and out of school internships, competitions, and other work-based learning opportunities
G. Provide properly credentialed teachers or faculty and support professional development opportunities for those teachers or faculty members
H. Report required K12SWP data that will be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups. Data will be reported by November 1st to all required agencies immediately following the fiscal year for which the data are being reported
I. Abide by all guidelines, policies and procedures of the SBCEO and SLOCOE as set forth in this Agreement and the CCCCCO General Assurance and Certifications unless otherwise stated
As San Luis Obispo County Consortium lead and fiscal agent, SLOCOE agrees to:

- Act as San Luis Obispo County lead LEA for the local K12SWP Santa Barbara and San Luis Obispo CTE Consortium, hereinafter referred to as Consortium, for purposes of applying for, receiving, and administering K12SWP Program funds
- Develop and administer MOUs with Consortium partners in San Luis Obispo and facilitate Consortium-wide communications
- Support K12SWP LEA Districts in the development and implementation of enhanced CTE pathways
- Support K12SWP LEA Districts in providing students with career exploration opportunities
- Work with K12SWP LEA Districts to develop and expand relationships with industry, labor, and community colleges
- Work with K12SWP LEA Districts to increase the quality and quantity of work-based learning opportunities
- Work with K12SWP LEA Districts to build capacity for student transitions that facilitate K12SWP activities to align high school pathways to post-secondary programs
- Assist in the development of a Regional Career Readiness Certificate
- Provide intermediary services as main point of contact for status updates and reporting, among the San Luis Obispo County K12SWP LEA Districts, Santa Barbara County Education Office (SBCEO), and the CCCCO for the K12SWP grant requirements.
- Provide intermediary services as main point of contact in partnership with Cuesta College for status updates and reporting, among the San Luis Obispo County K12SWP LEA Districts and the CCCCO to assist with post-secondary articulation, concurrent, and dual-enrollment activities
- Provide guidance for the recruitment, selection, and retention efforts of San Luis Obispo County K12SWP LEA Districts to ensure access of all students including low income students, English learners, students with disabilities, and any other under-represented students
- Provide guidance for the recruitment, selection, and retention efforts of K12SWP LEA Districts to ensure access of all students including low income students, English learners, students with disabilities, and any other under-represented students

K12SWP LEA District Responsibilities

The LEA District assumes the following responsibilities:

- Complete and submit K12 Strong Workforce Program Needs Assessment & Improvement Plan for all pathways that will be funded by K12SWP. See Exhibit A: K12 Strong Workforce Program Needs Assessment & Improvement Plan
- Submit a completed and California Department of Education (CDE) approved Career Technical Incentive Grant (CTEIG) application for the current fiscal and academic year that will be funded by K12SWP. K-8 LEA's not funded by CTEIG will identify CTE specific work between K-8 LEA District and CTEIG funded LEA District for improved student transitions to CTE pathways
- Identify CTE specific work in the Local Control and Accountability Plan (LCAP) for the current school year that will be funded by K12SWP
- Complete and submit a K12SWP needs based budget proposal for the 2019-20 fiscal and academic year, that includes a sustainability budget for the next two subsequent fiscal and academic years, for approval by SLO Partners Executive Board that aligns with K12SWP funded strategies and activities, supplements CTEIG funding, and aligns with LCAP. See Exhibit B: K12 Strong Workforce Program Proposed Budget Template and Exhibit D: K12 Strong Workforce Program RFA- Appendix B: Guidelines, Definitions and Allowable Expenditures, p. 32-38
• Build capacity for student transitions that facilitate K12SWP activities to align K12SWP high school CTE pathways to post-secondary programs
• Work collaboratively with industry liaisons and employers to provide students work experiences and work-based learning
• Implement K12SWP approved strategies that build capacity within the consortium CTE community, including:
  o Building capacity for student transitions
  o Developing K12SWP activities to align high school pathways to post-secondary programs
  o Developing and expanding relationships with industry, labor and community; colleges to increase the quality and quantity of work based learning opportunities
  o Providing students with comprehensive career exploration opportunities
  o Developing and implementing enhanced pathways
  o Providing students with comprehensive career exploration opportunities from middle school (6th-8th) and high school (9th-12th)
  o See Exhibit C: Overview of Needs, Strategies and Activities (Supporting Document 4 Overview of Needs, Strategies and Activities)
• Provide the staff, supervision, and facilities for all project-related activities to be conducted at K12SWP LEA District Schools
• Attend required grant meetings and activities
• Ensure that all equipment and supplies purchased through the grant are inventoried and tracked in the K12SWP LEA’s fixed assets inventory system and that all facilities used by the project are safely maintained
• Ensure that the instructional activities to take place at K12SWP LEA District Schools are implemented as described in the project application
• Provide oversight of the recruitment, selection, and retention efforts of the program at the K12SWP LEA District Schools to ensure access of all students including low income students, English learners, students with disabilities, and any other under-represented students
• Appropriately schedule students to ensure project success
• Implement counseling services as described in the K12 SW funded application
• Maintain and provide supporting documentation for all expenditures related to grant activities
• Provide timely responses to SLOCOE’s request(s) for information and data relevant to the preparation of the K12SWP application and administration of K12SWP funding
• Collect and report participant data as required to SLOCOE, SBCEO/CCCO
• If necessary, sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the CAL-PASS Plus data system.
• Maintain all records for five years after final grant documents have been submitted to SLOCOE and CCCCO upon completion of the project
• Collect program outcome measures and data on an ongoing basis and report to CAL-PASS Plus (Exhibit E: K12 Strong Workforce Program RFA- Appendix B: Program Outcome Measures, p. 9-11).

Allocation
K12SWP LEA will be eligible for a minimum of $10,000 allocation plus approximately $20.00 - $25.00 per total district attendance according to period 2 2018-19 average daily attendance. The total amount for this Agreement will be determined after LEA District completes and submits a Pathway Needs Assessment and Improvement Plan budget proposal for approval by SLO Partners Executive Board that aligns with K12SWP funded strategies and activities, supplements CTEIG funding, and aligns with LCAP. LEA District shall be reimbursed for approved expenditures in
accordance with the terms and conditions of this Agreement. LEA District certifies to SLOCOE grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

The SLOCOE agrees to reimburse the LEA District for approved expenditures upon receipt of the following:

1. A fully executed MOU between LEA District and the SLOCOE.
2. Complete and submit K12 Strong Workforce Program Needs Assessment & Improvement Plan for all pathways that will be funded by K12SWP. See Exhibit A: K12 Strong Workforce Program Needs Assessment & Improvement Plan
3. Submit a completed and California Department of Education (CDE) approved Career Technical Incentive Grant (CTEIG) application for the current fiscal and academic year that will be funded by K12SWP. K-8 LEA’s not funded by CTEIG will identify CTE specific work between K-8 LEA District and CTEIG funded LEA District for improved student transitions to CTE pathways
4. Identify CTE specific work in the Local Control and Accountability Plan (LCAP) for the current school year that will be funded by K12SWP
5. SLO Partners Executive Board approved needs based budget proposal for the 2019-20 and 2020-21 that aligns with K12SWP funded strategies and activities, supplements CTEIG funding, and aligns with LCAP. See Exhibit B: K12 Strong Workforce Program Proposed Budget Template and Exhibit D: K12 Strong Workforce Program RFA- Appendix B: Guidelines, Definitions and Allowable Expenditures, p. 32-38
6. If necessary, sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the CAL-PASS Plus data system
7. Completed K12SWP required reports
8. Completed Activity and Strategy Progress Reports
9. An invoice for approved allocation

Allowable Expenditures
All allowable costs must meet the criteria as included in Exhibit D: K12 Strong Workforce Program RFA- Appendix B: Guidelines, Definitions and Allowable Expenditures, p. 32-38.

Supplies and Equipment
The LEA Districts shall collect and maintain an inventory of fixed assets including such things as district tag numbers and serial and model numbers of any equipment purchased with grant funds. The updated inventory shall be submitted to SLOCOE by June 1, 2020.

Performance Outcome Measures and Reporting
The long-term measure of success for the K12SWP is the number of participating students who complete high school, transition successfully into an aligned postsecondary program, graduate with a degree or credential in a high-demand field, and successfully secure employment. Program data will be collected on an ongoing basis and reported to CAL-PASS Plus (Exhibit E: K12 Strong Workforce Program RFA- Appendix B: Program Outcome Measures, p. 9-11).

Term
The term of this service agreement is from July 1, 2019 – June 30, 2021, subject to all terms and conditions set forth herein.

Termination
Either party may terminate this agreement at any time for any reason by providing 30 days written notice. In the event of termination under this paragraph, the LEA District will be paid for all work
provided to the date of termination, as long as such work meets the terms and conditions of this agreement.

**Termination due to Cessation of State Funding**
SLOCOE shall have the right to terminate this agreement upon three (3) days written notice in the event that the receipt by SLOCOE of funds from the State government/CCCCO for this program is reduced, suspended or eliminated for any reason. The LEA District hereby expressly waives any and all claims against SLOCOE for damages arising from the termination, suspension or reduction of the funds provided by the State government/CCCCO to SLOCOE for the program under which this agreement is made, or of the portion thereby delegated by this agreement. However, in no event shall termination take effect with respect to program(s) in progress. Programs(s) shall be permitted to conclude, and termination will take effect upon conclusion of such program(s).

**Indemnification**
Each party agrees to defend, indemnify, and hold harmless the other party (including a party’s administrators, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its directors, agents, officers, or employees related to the indemnifying party’s duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party’s responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

**Nondiscrimination**
Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation or the employee’s association with a person or group with one or more of these actual or perceived characteristics in accordance with all applicable Federal and State laws and regulations.

**Insurance**
All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than $1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint power's authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

**Audit**
Each Party agrees to participate in an audit by CCCCCO or other government agency to the extent the audit relates to the Consortium’s activities under the applicable K12SWP. Each Party agrees to maintain records for the period of time specified by the K12SWP funding. Exhibit B: Application, Scope of Work (Supporting Document 4 Overview of Needs, Strategies and Activities)

**Compliance with Laws**
Each party to this agreement will comply with all applicable laws.

**Construction of Covenants and Conditions**
Each term and each provision of this agreement will be construed to be both a covenant and a condition.
Nature of Agreement
This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Binding Effect
This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Waiver
No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

Severability
If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

Authority
SLOCOE represents and warrants that LEA District has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

Counterpart Execution: Electronic Delivery
This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.
Notification
All notices, requests, and other communication under this agreement shall be in writing. They shall be served either personally, by mail or email.

Any notice to District may be given at the following address:


Attn: ____________________________
Email: ____________________________

Any communication and notices to SLOCOE shall be sent to the following address:
San Luis Obispo County Office of Education
3350 Education Dr, San Luis Obispo, CA 93405
(805) 543-7732
Attn: Michael Specchierla
mspecchierla@slocoe.org
IN WITNESS WHEREOF the parties hereto have executed this Contract.

James J. Brescia, Superintendent
San Luis Obispo County Office of Education
9/18/19

Wendy Nielsen, Superintendent
Pleasant Valley Joint Union School District

Sheldon Smith, Chief Business Officer
San Luis Obispo County Office of Education
9/19/19

Date

Jacki Seibert, Fiscal Specialist II
Pleasant Valley Joint Union School District

Date

Michael Specchierla, Executive Director
San Luis Obispo County Office of Education
9/18/19

Date

Serena Watton, Teacher
Pleasant Valley Joint Union School District

Date

Attachments

Exhibit A: K12 Strong Workforce Program Needs Assessment & Improvement Plan

Exhibit B: K12 Strong Workforce Program Proposed Budget Template

Exhibit C: Overview of Needs, Strategies and Activities (Supporting Document 4 Overview of Needs, Strategies and Activities)

Exhibit D: K12 Strong Workforce Program RFA- Appendix B_Guidelines, Definitions and Allowable Expenditures, p. 32-38

Exhibit E: K12 Strong Workforce Program RFA- Appendix B_Program Outcome Measures, p. 9-11
MEMORANDUM OF AGREEMENT FOR THE PROVISION OF COURIER MAIL SERVICES TO DISTRICTS
BY THE SAN LUIS OBISSPO COUNTY OFFICE OF EDUCATION

DISTRICT: PLEASANT VALLEY JOINT UNION ELEMENTARY SCHOOL DISTRICT  FISCAL YEAR: 2019-20

CHARGES TO DISTRICT FOR FISCAL YEAR: $2,708

*Fees based on per mile formula and ADA Distribution, and updated yearly by COLA. See attached worksheet.

The School District named above, hereinafter called District, desires to contract with the San Luis Obispo County Office of Education, hereinafter called SLOCOE, for mail courier delivery services as outlined in this agreement for the fiscal year shown above.

1. **Period of Service**

   Services are agreed to for the period beginning July 1, 2019 and continuing through June 30, 2020. AGREEMENT may be continued on a fiscal year basis by written agreement of both parties after SLOCOE reviews the service fee and components that comprise service fee (e.g., mileage, fuel, etc.).

2. **Nature of Service**

   SLOCOE will provide delivery from SLOCOE Main Office, located at 3350 Education Drive, San Luis Obispo, to District office twice a week every normal work week.

   SLOCOE will notify District at its earliest convenience of any need to alter delivery schedules due to unusual circumstances.

3. **Agreement/Fees/Payment**

   SLOCOE will invoice District for 50% of annual charges in January and 50% in June of each fiscal year for services provided under this agreement.

4. **Hold Harmless**

   Both parties agree to indemnify, defend and save harmless the other from any and all claims and losses resulting from the action of either agency’s employees for any activities undertaken under this agreement.

5. **Termination**

   If either SLOCOE or the district intends to not renew this agreement for the upcoming fiscal year, the terminating party shall provide the other party with a written notice of such termination at least 90 days prior to the end of the current fiscal year.
Pleasant Valley Joint Union Elementary School District

Signature: ____________________________
Name: Wendy Nielsen
Title: Superintendent
Date: ________________

San Luis Obispo County Office of Education

Signature: ____________________________
Name: Sheldon K. Smith
Title: Assistant Superintendent
Date: ____________ 2019

FOR SLOCOE USE ONLY

Account #: 01-0000-0-8677-0000-7540-000-6000-0000

Director of Fiscal Services Approval:

Invoice Date/s (forward copy to AR):

Notes:
### Per Mile Formula

<table>
<thead>
<tr>
<th>District</th>
<th>Round Trip Distance To SLOCOE</th>
<th>Trips Per Week</th>
<th>Weeks Per Year</th>
<th>Annual Cost Of Round Trip</th>
<th>PRIOR YEAR P-2 ADA 2018-19</th>
<th>PERCENT OF P-2 ADA</th>
<th>Dollar Amount Per Prior Year ADA</th>
<th>Total Contract Amount</th>
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<tbody>
<tr>
<td>Atascadero Unified</td>
<td>48.20</td>
<td>2</td>
<td>52</td>
<td>2,907</td>
<td>4,492.86</td>
<td>30.20%</td>
<td>5,520</td>
<td>$8,427</td>
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<td>Cayucos Elementary</td>
<td>32.60</td>
<td>2</td>
<td>52</td>
<td>1,966</td>
<td>170.15</td>
<td>1.14%</td>
<td>209</td>
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<tr>
<td>Coast Unified</td>
<td>56.40</td>
<td>2</td>
<td>52</td>
<td>3,402</td>
<td>535.64</td>
<td>3.60%</td>
<td>658</td>
<td>$4,060</td>
</tr>
<tr>
<td>Lucia Mar Unified - Sort ONLY Eff 2019-20</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
<td>0.00%</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Paso Robles Unified</td>
<td>83.40</td>
<td>2</td>
<td>52</td>
<td>5,031</td>
<td>6,454.40</td>
<td>43.38%</td>
<td>7,929</td>
<td>$12,960</td>
</tr>
<tr>
<td><strong>Pleasant Valley Elementary</strong></td>
<td>87.80</td>
<td>2</td>
<td>52</td>
<td>2,648</td>
<td>48.64</td>
<td>0.33%</td>
<td>60</td>
<td>$2,708</td>
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<tr>
<td>San Miguel Elementary</td>
<td>86.20</td>
<td>2</td>
<td>52</td>
<td>5,200</td>
<td>590.13</td>
<td>3.97%</td>
<td>725</td>
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<tr>
<td>Shandon Unified</td>
<td>117.20</td>
<td>2</td>
<td>52</td>
<td>7,070</td>
<td>283.72</td>
<td>1.91%</td>
<td>349</td>
<td>$7,419</td>
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<tr>
<td>Templeton Unified</td>
<td>55.40</td>
<td>2</td>
<td>52</td>
<td>3,342</td>
<td>2,303.44</td>
<td>15.48%</td>
<td>2,830</td>
<td>$6,172</td>
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</table>

**TOTAL PER MILE COST** 31,565 14,878.98 100.00% 18,280 $49,845

### DESCRIPTION OF FORMULA:
1. "Total Courier budget is reduced by 30% for SLOCOE share of costs"
2. "Sort Only & Base Rate LEA's are subtracted from the budget amount"
3. The Subtotal of remaining costs is allocated by two formulas
4. "The Per Mile Formula Column E is: Column B x C x D x "Current IRS Rate""
5. The Remaining budget amount is distributed based on prior year P-2 ada
6. Total Contract Amounts are in Column I

### Budget Formulas To Be Updated Annually
- **Cola Amount**: 3.25% Actual COLA for 2019-20
- **Base Rate (Plus COLA)**: $1,000.00 Base with COLA $1,033
- **Current IRS Mileage Rate**: 0.58 Based on January 2019

### 2019-20 Budget

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and Benefits FTE</td>
<td>86,854</td>
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<tr>
<td>Monthly Fuel (12 months)</td>
<td>4,944</td>
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<tr>
<td>Monthly Lease (12 months)</td>
<td>6,337</td>
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<tr>
<td>Vehicle Repairs</td>
<td>2,000</td>
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<tr>
<td>Substitutes</td>
<td>5,000</td>
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**TOTAL COURIER BUDGET**: 105,153

1. Less SLOCOE share 30% (31,541)
2. Less SORT/BASE RATE (23,750)

**SUBTOTAL OF REMAINING COSTS TO ALLOCATE**: $49,845

3. Less Per Mile Cost/Times Per Week (Column D) (31,565)

**Amount To Be Distributed Prior Year ADA (Column H)**: 18,279

**SORT/BASE RATE**: $23,750

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S:\Bus_serv\CONTRACTS AND MIN\SLOURIER SERVICE CONTRACTS\2019-20 Contracts and information\Courier Contracts 2019-20.xlsx 19-2 Courier Actual 3.26 COLA
# SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION

## DATA PROCESSING SERVICES- Revised 06/18/19 with Approved COLA

### FISCAL YEAR 2019-20

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Almond Acres*</td>
<td>ADA</td>
<td>286.64</td>
<td>0.89%</td>
<td>$2,094.78</td>
<td>$1,866.94</td>
<td>$217.84</td>
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<td>ADA</td>
<td>4,492.86</td>
<td>13.91%</td>
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<td>$29,146.09</td>
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<td>Cayucos Elementary</td>
<td>ADA</td>
<td>170.15</td>
<td>0.53%</td>
<td>$1,237.53</td>
<td>$1,250.01</td>
<td>($12.48)</td>
<td>-1.00%</td>
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<td>Coast Unified</td>
<td>ADA</td>
<td>535.64</td>
<td>1.66%</td>
<td>$3,895.80</td>
<td>$3,757.00</td>
<td>$138.80</td>
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<tr>
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<td>9,869.98</td>
<td>30.57%</td>
<td>71,785.95</td>
<td>65,319.12</td>
<td>$6,466.83</td>
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<tr>
<td>Paso Robles Unified</td>
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<td>($115.05)</td>
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<td>22.47%</td>
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<td>46,860.77</td>
<td>$5,903.40</td>
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<tr>
<td>San Miquel Elementary</td>
<td>ADA</td>
<td>590.13</td>
<td>1.83%</td>
<td>4,292.11</td>
<td>3,775.23</td>
<td>$516.88</td>
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<td>Shandon Unified</td>
<td>ADA</td>
<td>283.72</td>
<td>0.88%</td>
<td>2,063.54</td>
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<td>4.69%</td>
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<tr>
<td>Templeton Unified</td>
<td>ADA</td>
<td>2,303.44</td>
<td>7.13%</td>
<td>16,753.29</td>
<td>14,794.23</td>
<td>$1,959.06</td>
<td>13.24%</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td><strong>32,290.24</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$234,852.11</strong></td>
<td><strong>$211,435.02</strong></td>
<td><strong>$23,417.09</strong></td>
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<tr>
<td>Cuesta College</td>
<td>Check Count</td>
<td>-</td>
<td></td>
<td>10,728.30</td>
<td>10,390.91</td>
<td>$337.39</td>
<td>3.25%</td>
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<tr>
<td><strong>SIPE</strong></td>
<td>Flat Fee</td>
<td>-</td>
<td></td>
<td>840.34</td>
<td>813.81</td>
<td>$26.53</td>
<td>3.26%</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>32,290.24</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$246,420.75</strong></td>
<td><strong>$222,639.75</strong></td>
<td><strong>$23,781.00</strong></td>
<td></td>
</tr>
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</table>

Calculations will be updated to reflect actual COLA and EPAYABLES revenue amounts.

(1) = Districts with flat fee or other basis are excluded from this column.

(2) = Cuesta College has their own computer and discontinued with QSS processed payroll as of 1/1/08. (See calculation note at right.)

## Cuesta Calculation

Cuesta pays a PER CHECK fee. An estimate is made off the prior year check count.

Cuesta's prior year Check Count: 9,620

Cost Per Check: $1.12

### BUDGET CALCULATIONS

- **Estimated 2019-20 DP budget:** $382,443.00
- **Less 2018-19 Estimated Epayable Rebates:** $53,882.00
- **Subtotal:** $328,561.00
- **Less SLOCOE 25% share:** $82,140.25
- **Less Cuesta Flat Fee:** $10,728.30
- **Less SIPE Flat Fee:** $840.34

**Net to be paid by ADA charges:** $234,852.11

**Adjusted ADA:** 32,290.24

**Per ADA Charge:** $7.27

## Budget Assumptions for 2019-20:

- Assumes COLA increase of (subject to change) 3.26%
- Increased current staffing for step/column
- Increased salary and benefits for reclassification
- Increased Salary and benefits for additional position (Based on 10 Months for 2019-20)
- PERS increased (subject to change)

Maintenance agreement increased based on QSS Contract

Cuesta's Check Count will be revised to reflect 2018-19 actuals

2018-19 Epayables Rebates as of 06/30/19 @ $53,882

(Revenues will be adjusted to reflect 2018-19 actual rebates)
MEMORANDUM OF AGREEMENT FOR
THE PROVISION OF DATA PROCESSING SERVICES TO DISTRICTS
BY THE SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION

District: Pleasant Valley Joint Union Elementary School District  Fiscal Year: 2019-20

Charges to District for Fiscal Year: $353.77

*Fees based on data processing formula for SLO County districts, including E-Payables offset, and increased by yearly COLA. See attached worksheet.

1. Purpose of Agreement

The School District named above, hereinafter called District, desires to contract with the San Luis Obispo County Office of Education, hereinafter called SLOCOE, for data processing services as outlined in this agreement for the fiscal year shown above.

2. Basis of Funding and Annual Charges

SLOCOE and the District Business Officials agreed in spring 1998 to a model for funding that portion of the SLOCOE data processing function that supports districts. They also agreed to a set of procedures to administer the model, as follows:

A. SLOCOE will establish an annual budget for data processing operations and calculate annual charges to participating districts as shown on the attached Appendix A. Annual agreements with charges to districts shall be presented to districts for approval no later than Nov 1 for the next fiscal year.

B. SLOCOE will fund 25% of the annual cost of data processing operations and participating school districts will fund the remaining 75% on an ADA basis, as determined at Period 2 of the annual attendance report (J18-19).

C. Districts which use some SLOCOE data processing services and also operate their own computer systems will be charged on a differential rate. The rates of this type established as of the date of this agreement are as follows:

1. SIPE will pay a flat annual fee of $500.00, which shall be adjusted annually by the statutory COLA for schools

2. Cuesta College has its own computer system and discontinued QSS-processed payroll as of 01/01/08. Cuesta will be charged at a rate of $1.10 per check, which shall be adjusted annually by the statutory COLA for schools, based on prior year check count.

D. SLOCOE will invoice districts for 50% of annual charges in January and 50% in June of each fiscal year for services provided under this agreement, as shown in Appendix A to this agreement.

3. What SLOCOE Will Do

A. Maintain and upgrade a computer system (hereinafter designated as "System"), as necessary to maintain adequate levels of processing to provide the services described in this agreement.

B. Maintain appropriate software licenses, arrange required maintenance of equipment, provide on-going user support, and provide District access to the following data processing program modules:

1. Core Financial – General Ledger
2. Budget Development
3. Payroll
4. Personnel
   a. Credentials
   b. Absence Tracking
5. Benefits Management
6. Position Control
7. Accounts Payable/Purchasing
8. Accounts Receivable
9. Stores
10. Fixed Assets

C. Provide District with logons necessary to access the System for input of all information required for production of payroll and commercial warrants. This includes data input and production of the appropriate prelist.

D. Provide software and functionality for input of District entries to System from District terminals, and for local printing of System output at District printer(s). Printer(s) to be provided by District.

E. Produce commercial warrants, and payroll warrants centrally at SLOCOE for distribution to appropriate districts.

F. Provide District with access ports to System at no additional cost.

G. Provide one communication data connection to District, using the most cost effective method, or an equivalent rebate if District chooses to upgrade its type of data connection. The connection or rebate will be based upon the type of connection in effect in September 1998, as shown on Appendix C to this agreement. Any upgrade connection must be approved in advance by SLOCOE.

H. Operate its data processing department during normal business hours, i.e. Monday through Friday from 8:00 AM to 5:00 PM, with the exception of scheduled down time to install updates and new releases. Additional hours may be provided at SLOCOE discretion.

4. What Districts Will Do
   A. Provide and maintain all equipment in district facilities required to utilize services under this agreement.
   B. Provide timely and accurate input to the system to enable SLOCOE to perform essential and time critical operations, such as payroll.
   C. Reimburse SLOCOE as requested for any unusual expenses of overtime or materials requested by the District.
   D. Cooperate with SLOCOE to implement new connectivity solutions which will create savings and which will increase the efficiency of the data processing system.
   E. Make payments to SLOCOE as shown in SCHEDULE AND CALCULATION OF CHARGES FOR DISTRICTS for services rendered under this agreement.

5. Optional Services
   A. SLOCOE may provide training for District employees from time to time on a variety
of existing and/or future software modules. SLOCOE may charge a fee to cover its expenses for such training and will notify District in advance if a charge will be made.

B. At District request SLOCOE may provide services for the repair or replacement of District communication equipment.

C. Districts requesting custom projects, except custom projects requested collectively by the District’s Chief Business Officials, will be charged at the hourly rate of the system manager, inclusive of statutory benefits.

6. Hold Harmless
   Both parties agree to indemnify, defend and save harmless the other from any and all claims and losses resulting from the action of either agency's employees for any activities undertaken under this agreement.

7. Termination
   If either SLOCOE or the district intends to not renew this agreement for the upcoming fiscal year, the terminating party shall provide the other party with a written notice of such termination at least 90 days prior to the end of the current fiscal year.

Approved by Board of Trustees (date) __________

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<tr>
<th>Print/Type Name</th>
<th>Title</th>
</tr>
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<table>
<thead>
<tr>
<th>Signature (for Pleasant Valley JUESD)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheldon K. Smith, Ed.D.</td>
<td></td>
</tr>
<tr>
<td>Assistant Superintendent for Business Services</td>
<td>Date</td>
</tr>
<tr>
<td>San Luis Obispo County Office of Education</td>
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<tr>
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<tr>
<td>Director of Fiscal Services Approval:</td>
</tr>
<tr>
<td>Invoice Date/s (forward copy to AR):</td>
</tr>
<tr>
<td>Notes:</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PSYCHOLOGIST SERVICES

The Pleasant Valley Joint Unified Elementary School District ("Pleasant Valley") hereby contracts with the Shandon Joint Unified School District ("SJUSD") for the services of a credentialed psychologist to serve the students of Pleasant Valley. The terms and conditions of this agreement are as follows:

1. **Period of Service**
   Services will be provided under this contract for one of the following periods:
   For the school year beginning July 1, 2019 and ending June 30, 2020.

2. **Nature of Service**
   Direct services provided under this agreement shall be rendered substantially in accordance with the practices and procedures constituting typical psychologist services. Services provided shall be responsive to the needs and policies of Pleasant Valley. "Direct services" are those activities consisting of direct work with students or Pleasant Valley teachers or other Pleasant Valley personnel on behalf of particular students, or direct activities serving the educational interest of Pleasant Valley.

   SJUSD will make a responsible effort to accommodate the wishes and schedule of Pleasant Valley in the assignment and scheduling of psychologist services; however, the assignment of specific personnel and the scheduling of those personnel shall be within the sole discretion of SJUSD.

3. **Materials and Supplies**
   SJUSD will be responsible for providing supplies to support the psychologist. Pleasant Valley will be responsible for the reimbursement of the cost of protocols used by the psychologist.

4. **Fees/Payment**
   District agrees to pay SJUSD the amount of $355.10 per ½ day of psychologist services for a period of time not to exceed 38 days (1/2 day/week for 38 weeks). Total amount of the contract will not exceed $13,500.00 for the 2019-2020 school year.

   Daily rate includes salary, statutory benefits, mileage and other supervisory costs associated with the employee. **Rate shown does include day-to-day supplies, but not special supplies that must be ordered or are requested for Pleasant Valley students.**

   Charges payable under this agreement will be payable to SJUSD upon receipt of an invoice, which will normally be rendered twice each year, in January and June. The final payment will be due and payable on or before June 30, 2020.

5. **Terms of Agreement**
   This agreement shall be effective for the period specified in Section 1 above. To assist SJUSD in staffing and planning, District agrees to notify SJUSD in writing of its intention to renew or cancel this agreement for the next school year no later than January 15 of the current school year.

   **Signatures:**

   __________________________________________________________________________
   Pleasant Valley Jr Un Elem School District

   Date: ______________

   ____________________________
   Shandon Jr Unified School District

   Date: 10-9-19
ITEM: Approval of October 2019 Purchase Warrants

SUBMITTED BY: Wendy Nielsen, Superintendent

TYPE OF ITEM: Action/Roll Call

BACKGROUND INFORMATION
Purchase are made during the course of the school year in order to implement district goals and meet the needs of its students.

CURRENT CONSIDERATIONS
Purchases for the month of October 2019

FINANCIAL IMPLICATIONS
The purchases total $25,087.95

BOARD GOAL
This item is in accordance with Board Goal #1 – Student Achievement; #2 21st Century Skills; #3 – Student Enrichment; #4 Facilities

STAFF RECOMMENDATION
It is respectfully requested that Board President Reid introduce Superintendent Nielsen who will present this item. Following the presentation, the Board is requested to formally approve the purchases in this consent item.

SUPPORTING DOCUMENTS
Board Bill Approval Listings
ITEM: Adoption of Proposed Revisions to Administrative Regulation 3320 – Claims and Actions Against the District and Board Policy/Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund

SUBMITTED BY: Wendy Nielsen, Superintendent

TYPE OF ITEM: Action – Consent Agenda

BACKGROUND INFORMATION
Staff continues to review and revise policies and regulations to bring the District up-to-date. The CSBA GAMUT policy services are used initially. Where options are available, our current practices are reviewed to determine the appropriate language.

CURRENT CONSIDERATIONS
Administrative Regulation 3320 – Claims and Actions Against the District – The regulation is updated to add a statement regarding requiring the use of district procedures for claims against the district prior to filing a lawsuit. The regulation also defines “limited civil case” as one that is for an amount of $25,000 or less.

Board Policy/Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund – The policy is updated to reflect new federal regulation (84 Fed. Reg. 8247) and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. The policy also consolidates language on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. The regulation has been updated to reflect new legislation (AB 3043, 2018) which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to the CDE. The regulation also updates the section on the U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both the policy and the regulation, the CDE and USDA guidance is renumbered when superseded by newer guidance.

The proposed revisions were reviewed at the October 9 meeting with no further changes proposed.

FINANCIAL IMPLICATIONS
None
STAFF RECOMMENDATION
It is respectfully requested that the Board approve the proposed revisions to Administrative Regulation 3320 – Claims and Actions Against the District and Board Policy/Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund.

SUPPORTING DOCUMENTS
• Administrative Regulation 3320 – Claims and Actions Against the District
• Board Policy/Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund
Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.

Time Limitations

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to any cause of action which is governed by a statute or regulation, including childhood sexual abuse or any and other causes of action specifically excepted from the Government Claims Act by Government Code 905 and for which a statute or regulation provides a claims presentation procedure, shall be filed in accordance with the applicable governing statute or regulation. (Government Code 905, 935)

   (cf. 4157.1/4257.1/4337.1 – Work-Related Injuries)
   (cf. 3141.4 – Child Abuse Prevention and Reporting)

2. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 and but which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)

3. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 911.2)

4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.
Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant

2. The post office address to which the person presenting the claim desires notices to be sent

3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted

4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim

5. The name(s) of the district employee(s) causing the injury, damage, or loss if known

6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of $25,000 or less.

7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)
Late Claims

For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.

2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.

4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims
Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.

2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.

3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.

4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.

5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)
The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)
(cf. 3311 - Bids)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food service director(s) personnel possess the required qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards, and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

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

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law. Board policy, and administrative regulation.

(cf. 3553 – Free and Reduced Price Meals)

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 – Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated
differently, or served a meal that differs from the meal served to other students. (Education Code 49557, 49557.5)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals) (cf. 0415 - Equity)

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural
commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service amount, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 – Nutrition Program Compliance)

Legal Reference:
EDUCATION CODE
38080-38086.1 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49550 – 49564.5 Meals for needy students, especially
49550.5 Universal breakfast
49554 Contract for services
49550-49564.5 Meals for needy students
49580 - 49581 Food recovery program

FOOD AND AGRICULTURE CODE
58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE
113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE
2000 – 2002 Responsive bidders
20111 Contracts

CODE OF REGULATIONS, TITLE 5
15550-15565 School lunch and breakfast programs

UNIVERSAL CODE, TITLE 42
1751-1769j School lunch programs
1771-1791 Child nutrition, including:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2
200.56 Indirect costs, definition
200.3178-0 200.326 Procurement standards
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
220.1-250.70 USDA foods

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
Food Distribution Program Administrative Manual
Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019
Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017
Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015
Cafeteria Funds-Allowable Uses, NSD Management Bulletin USDA-SNP-07-2013, May 2013
Paid Lunch Equity Requirement, NSD Management Bulletin USDA-SNP-16-2012, October 2012
Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
FAQs About School Meals
Unpaid Meal Charges: Guidance and Q&A, SP-23-2017, March 2017
Indirect Costs: Guidance for State Agencies and School Food Authorities SP-60-2016, September 2016

Revised: 6/18/14, 8/9/17, 6/20/18
Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation’s Schools, September 2016
Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2017
Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
Indirect Costs: Guidance for State Agencies and School Food authorities SP 60-2016, September 2016
Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
California School Nutrition Association: http://www.calsna.org

Revised: 6/18/14, 8/9/17, 6/20/18

PLEASANT VALLEY JOINT UNION ESD
San Miguel, California
Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year

2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually

3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year

4. Posting the policy on the district's web site

5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)
(cf. 3145.6 - Parental Notifications)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall open a new account as appropriate for a student whose account...
appears to have been misused. not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

No later than 10 days after a student’s school meal account has reached a negative balance, the Superintendent or designee shall so notify the student’s parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student’s parent/guardian for payment of the student’s unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

The district’s efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the CDE using the online
Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

(cf. 3510 - Green School Operations)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by the CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14, 220.7)
U.S. Department of Agriculture Foods

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedure for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation...
through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)
(cf. 3515.6 - Criminal Background Checks for Contractors)
(cf. 3600 - Consultants)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4212 - Appointments and Conditions of Employment)
ITEM: Approval of Proposed Revisions to Board Policy 5131.2 – Bullying and Board Policy/Administrative Regulation 5136 – Gangs and Adoption of Administrative Regulation 5131.2 – Bullying

SUBMITTED BY: Wendy Nielsen, Superintendent

TYPE OF ITEM: Action – Consent Agenda

BACKGROUND INFORMATION
Staff continues to review and revise policies and regulations to bring the District up-to-date. The CSBA GAMUT policy services are used initially. Where options are available, our current practices are reviewed to determine the appropriate language.

CURRENT CONSIDERATIONS
Board Policy/Administrative Regulation 5131.2 – Bullying – The policy is updated and the regulation added to reflect new legislation (AB 2291, 2018) which mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. The regulation includes material formerly in the policy regarding bullying prevention measures, staff development, student instruction, reporting, and corrective actions. The regulation also adds a definition of bullying and examples of behaviors that may constitute bullying and cyberbullying, and reflects the CDE’s online training module on bullying developed pursuant to AB 2291.

Board Policy/Administrative Regulation 5136 – Gangs – The policy and regulation have been updated to expand language related to support and services for students identified as gang members and reflects best practices for gang prevention, intervention, and suppression described in a new resource from the National Gang Center and in a publication from the Los Angeles Police Department.

The proposed revisions were reviewed at the September 11 meeting with no further changes requested.

FINANCIAL IMPLICATIONS
None

STAFF RECOMMENDATION
It is respectfully requested that the Board approve the proposed revisions to Board Policy 5131.2 – Bullying and Board Policy/Administrative Regulation 5136 – Gangs and adoption of Administrative Regulation 5131.2 - Bullying.

SUPPORTING DOCUMENTS
- Board Policy/Administrative Regulation 5131.2 – Bullying
- Board Policy/Administrative Regulation 5136 - Gangs
The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

(c.f. 5131 - Conduct)
(c.f. 5136 - Gangs)
(c.f. 5145.3 - Nondiscrimination/Harassment)
(c.f. 5145.7 - Sexual Harassment)
(c.f. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

(c.f. 5145.2 - Freedom of Speech/Expression)
(c.f. 6163.4 - Student Use of Technology)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of key stakeholders, including students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

(c.f. 1220 - Citizen Advisory Committees)
(c.f. 1400 - Relations Between Other Governmental Agencies and the Schools)
(c.f. 6020 - Parent Involvement)

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan, and other applicable district and school plans.

(c.f. 0420 - School Plans/Site Councils)
(c.f. 0450 - Comprehensive Safety Plan)
(c.f. 0460 - Local Control and Accountability Plan)
(c.f. 1220 - Citizen Advisory Committees)
(c.f. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.
Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligations of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences.
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims.
3. Identify the signs of bullying or harassing behavior.
4. Take immediate corrective action when bullying is observed.
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.
Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support services personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2—Guidance/Counseling Services)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3—Uniform Complaint Procedures.

(cf. 1312.3—Uniform Complaint Procedures)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.
When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district’s uniform complaint procedures specified in AR 1312.3

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 – Uniform Complaint Procedures)

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 – Conflict Resolution/Peer Mediation)
(cf. 5144 – Discipline)
(cf. 5144.1 – Suspension and Expulsion/Due Process)
(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 – Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying: online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan
STUDENTS
BULLYING

PENAL CODE
422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47
254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28
33.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34
104.7 Designation of responsible employee for Section 504
106.9 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Management Resources:
CSBA PUBLICATIONS
Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Bullying Module
California's Social and Emotional Learning: Guiding Principles, 2018
Social and Emotional Learning in California: A Guide to Resources, 2018
Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Bullying at School, 2003
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010
Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES
CSBA: http://www.csba.org

Policy adopted: 12/10/14
Revised: 6/20/18
Definitions

Bullying is an unwanted, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relnational and involves repetition or potential repetition of a deliberate act.

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person’s electronic account or assuming that person’s online identity in order to damage that person’s reputation.

(cf. 5145.2 – Freedom of Speech/Expression)
(cf. 6163.4 – Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying that inflicts harm upon a person’s body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone’s possessions, or making cruel or rude hand gestures
2. Verbal bullying that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relnational bullying that harms a person’s reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying, such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate

(cf. 5131 – Conduct)
(cf. 5137 - Positive School Climate)

2. Providing to students through student handbooks and other age-appropriate means, information about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they
suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously.

4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so.

Staff Development
The Superintendent or designee shall make the California Department of Education’s online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

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

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences.
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims.
3. Identify the signs of bullying or harassing behavior.
4. Take immediate corrective action when bullying is observed.
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 – Comprehensive Health Education)
(cf. 6142.94 – History-Social Science Instruction)

The district shall also educate students about the negative impact of bullying, discrimination,
intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

**Reporting and Filing of Complaints**

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 – Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

*(cf. 1312.3 – Uniform Complaint Procedures)*

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

**Discipline/Corrective Actions**
Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 – Conflict Resolution/Peer Mediation)  
(cf. 5144 – Discipline)  
(cf. 5144.1 – Suspension and Expulsion/Due Process)  
(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 6159.4 – Behavioral Interventions for Special Education Students)  

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal’s designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)  

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

(cf. 5141.52 – Suicide Prevention)
The Governing Board desires to keep the district school free from the threats or harmful influence of any groups or gangs which exhibit drug use, violence or disruptive behavior disruptive to the school environment and/or the safety and well-being of students. The Board additionally desires to provide support and intervention to students who are members of gangs to enable them to successfully disengage from gang involvement and be successful in school. The Superintendent or designee shall take steps to deter gang intimidation of students and staff and confrontations between members of different gangs. He/she shall exchange information and establish mutually supportive efforts with local law enforcement authorities.

(cf. 0450 – Comprehensive Safety Plan)
(cf. 3513.4 – Drug and Alcohol Free Schools)
(cf. 5131.4 – Student Disturbances)
(cf. 5131.6 – Alcohol and Other Drugs)
(cf. 5131.7 – Weapons and Dangerous Instruments)
(cf. 5137 – Positive School Climate)

The Superintendent or designee shall develop strategies for gang prevention that address the reasons that students may become involved in gangs, including the identity, recognition, or status achieved as being part of a gang, protection from gang violence in the community, the need for companionship and an extended family, intimidation to join a gang, desire to join a gang to be in a position to intimidate others, and/or connection with criminal activity.

Gang violence prevention shall start as early as possible and include, but not be limited to, age-appropriate education that focuses on developing emotional and social competence, increasing prosocial peer bonds, strengthening attachment and commitment to school, and enhancing cooperative learning skills. Prevention shall also include improving parent/guardian involvement in and support for their children’s academic progress, as well as ongoing gang awareness education for parents/guardians, including gang identifiers.

(cf. 5070 – Parent Involvement)
(cf. 6164.2 – Guidance/Consulting Services)

The Superintendent or designee shall take steps to deter gang activity on the school campus, including threats and intimidation of students and staff, recruitment or intimidation of students to join gangs, bullying, fighting, criminal activities, and confrontations between members of different gangs.

(cf. 5131.2 – Bullying)

The Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the principal or designee and the student’s parent/guardian.

(cf. 5132 – Dress and Grooming)

The Superintendent or designee shall provide inservice training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond
appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources. **The Superintendent or designee shall also provide staff development on social and emotional learning, classroom management, interactive teaching, and cooperative learning skills.**

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

**The Superintendent or designee may consider gang activity prevention and intervention when developing programs outside of the school day.**

(cf. 5148 – Child Care and Development)
(cf. 5148.2 – Preschool/Early Childhood Education)
(cf. 5148.3 – Before/After School Programs)
(cf. 6145 – Extracurricular and Cocurricular Activities)
(cf. 6145.2 – Athletic Competition)

**The Superintendent or designee shall collaborate with child welfare services, mental health agencies, social services, and local law enforcement authorities in the prevention and intervention of gang activity.**

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

The Board realizes that students become involved in gangs for many reasons, such as peer pressure, the need for a sense of belonging, and lack of refusal skills. Age-appropriate gang violence prevention education shall start with students in the early elementary grades and may start in kindergarten.

To further discourage the influence of gangs, the Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the parent/guardian.

(cf. 0450 – Comprehensive Safety Plan)
(cf. 5132 – Dress and Grooming)
(cf. 6164.2 – Guidance/Counseling Services)

**Legal Reference:**

**EDUCATION CODE**
32282 School safety plans
35183 Gang-related apparel
44510-44514 School Safety Consolidated Competitive Grant
48907 Student exercise of free expression
48950 Student freedom of speech
51264 Educational inservice training; CDE guidelines
51265 Gang violence and drug and alcohol abuse prevention inservice training

Policy adopted: February 11, 2009

PLEASANT VALLEY JOINT UNION ESD
San Miguel, California
51266-51266.5 Model gang and substance abuse prevention curriculum

PENAL CODE
186.22 Participation in criminal street gang
13826-13826.7 Gang violence suppression

UNITED STATES CODE, TITLE 20
7101-712284 Student Support and Academic Enrichment GrantsSafe-and-Drug-Free-Schools-and
Communities-Act

Management Resources:
CDE PUBLICATIONS
On Alert: Gang Prevention in School and Inservice Guidelines, January 1994

CSBA PUBLICATIONS
Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1995
LOS ANGELES
POLICE DEPARTMENT PUBLICATIONS
Why Young People Join Gangs

NATIONAL GANT CENTER PUBLICATIONS
Strategic Planning Tool
Gangs in Schools, March 2019
Parents' Guide to Gangs, July 2015

WEBSITES
California Cities Gang Prevention Network: http://www.ccgpm.org
California Department of Education: http://www.Cde.ca.gov/fs/ss/ss
Gang Resistance Education and Training: http://www.great-online.org/GREAT-Home
Los Angeles Police Department, Gangs: http://www.lapdonline.org/get_informed/content_basic_view/1396
Homeboy Industries: http://homeboyindustries.org
National Gang Center: http://www.nationalgangcenter.gov
Prevention and Intervention Measures

The Superintendent or designee shall become informed of the gang history in the district and community, conduct assessments of current gang activity at the school sites, and document and follow up on gang-related incidents.

In order to discourage the influence of gangs, school staff shall take the following measures shall be implemented:

1. Any student suspected of gang affiliation based on the displaying of behavior, gestures, apparel or paraphernalia indicative of gang affiliation shall be referred to the Superintendent or designee, and the following actions taken, as appropriate:

   a. The student's parent/guardian shall be contacted and may be asked to meet with school staff in order to proactively address the concern and be included as part of the solution.

   b. The student may be sent home to change clothes if necessary.

   (cf. 5132 - Dress and Grooming)

   c. The student's behaviors and progress in school shall be documented, including attendance and grades.

   (cf. 513 - Absences and Excuses)
   (cf. 5113.1 - Chronic Absence and Truancy)
   (cf. 5113.11 - Attendance Supervision)
   (cf. 5112.12 - District School Attendance Review Board)
   (cf. 6164.2 - Guidance/Counseling Services)

   d. Intervention techniques such as mentoring, academic support, and a system of wraparound support service shall be implemented to help the student disengage from gang involvement.

   e. Consistent and graduated discipline and accountability shall be implemented when appropriate and combined with positive support using conflict-resolution strategies and other restorative justice practices demonstrated to be effective with gang-involved youth.

   f. Students shall be offered help in rejecting gang associations, including possible referral to community-based gang suppression and prevention organizations.

   g. Law enforcement shall be notified if the student is suspected of being involved in gangs.

   (cf. 1400 – Relations Between Other Governmental Agencies and the Schools)
2. Staff members shall be provided with the names of known gang members. Any graffiti on school premises shall be removed, washed down, or painted over as soon as discovered. Graffiti shall be documented and photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders. This information can also be used to determine whether a threat or incident is imminent.

(c.f. 3515 – Campus Security)
(c.f. 5131.5 – Vandalism and Graffiti)

3. Students who seek help in rejecting gang associations may be referred to community-based gang suppression and prevention organizations. Classroom and after-school programs may include gang prevention lessons that are taught jointly by teachers, counselors, law enforcement, and/or other organizations that are knowledgeable about gang prevention and shall:

a. Provide social and emotional learning designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities
b. Explain the dangers of gang membership
c. Provide counseling for targeted at-risk students
d. Include lessons or role-playing workshops in gang avoidance skills and nonviolent conflict resolution, including communication skills, anti-bullying, anger management, acceptance, and mediation skills

(c.f. 5131. – Bullying)

(e.) Assign individual gang members to cooperative learning groups in which they may work toward common goals with students who are not members of their gang
f. Provide school-to-career instruction
g. Provide positive interaction with local law enforcement

(c.f. 1020 – Youth Services) (c.f. 5137 – Positive School Climate)

4. Any gang graffiti on school premises shall be removed, washed down or painted over as soon as discovered. Staff shall actively promote membership in authorized school clubs and student organizations, sports and cultural activities and affiliations with the local community, and community service projects which can provide students companionship, safety, and a sense of purpose and belonging.

a. Daily checks for graffiti shall be made throughout the campus.

b. Graffiti shall be photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders.
5. Classroom and after-school programs at the school shall be designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities. These programs shall also:

a. Explain the dangers of gang membership
b. Provide counseling for targeted at-risk students
c. Include lessons or role-playing workshops in gang avoidance skills and nonviolent conflict resolution, including communication skills, anger management, ethnic/cultural tolerance, and mediation skills
d. Assign individual gang members to cooperative learning groups in which they may work toward common goals with students who are not members of their gang
e. Provide school-to-career instruction

(f. Provide positive interaction with local law enforcement staff

(ef. 5137 - Positive School Climate)

Gang-prevention lessons may be taught jointly by teachers and law enforcement staff.

6. Staff shall actively promote membership in authorized student organizations which can provide students companionship, safety, and a sense of purpose and belonging, including:

a. Positive sports and cultural activities and affiliations with the local community

(b. Structured, goal-oriented community service projects

(ef. 6145 - Extracurricular and Cocurricular Activities)
(ef. 6145.2 - Athletic Competition)

Parent/Guardian and Community Outreach

The Superintendent or designee may offer gang prevention classes or counseling offered for parents/guardians which may shall address the following topics:
1. The reasons students join gangs

2. The dangers and consequences of gang membership

23. Warning signs which may indicate that children are at risk of becoming involved with gangs, including the use of social media for gang communication and promotion

43. The nature of local gang apparel and graffiti

54. Effective parenting techniques and planning family time

65. Conflict resolution techniques

In addition, the Superintendent or designee may offer community programs that address the scope and nature of local gang problems and strategies by which each segment of the community may alleviate gang problems.

Community programs shall address:

1. The scope and nature of local gang problems

2. Strategies by which each segment of the community may alleviate gang problems
ITEM:
Superintendent Report

SUBMITTED BY:
Wendy Nielsen, Superintendent

TYPE OF ITEM:
Report

BACKGROUND INFORMATION
Timely communication regarding District programs and issues affecting the students of the Pleasant Valley Joint Union Elementary School District is an important component of effective school leadership. Presenting issues in a public meeting affords the Trustees and the community an additional opportunity to provide feedback on organizational operations.

CURRENT CONSIDERATIONS
The Superintendent/designee will report on the following topics:

- Thanksgiving Feast (November 22nd at 12:00 pm)
- Paso Robles Parade of Lights (December 7th)
- Winter Program (December 18 at 6:00 pm)

FINANCIAL IMPLICATIONS
Any financial implications will be provided as each item is presented.

BOARD GOAL
This item is in accordance with Board Goal #1 – Student Achievement; #2 – 21st Century Skills; #3 – Student Enrichment; #4 – Facilities

STAFF RECOMMENDATION
It is respectfully requested that Board President Reid introduce Superintendent Nielsen who will present this item. Following the report, the Board is respectfully requested to provide any direction related to the topics presented.
ITEM: Annual Report of Developer Fees for the 2018-19 Fiscal Year & Five-Year Accounting of Developer Fees

SUBMITTED BY: Wendy Nielsen, Superintendent

TYPE OF ITEM: Action

BACKGROUND INFORMATION
In accordance with Government Code Section 66006 (b), the Pleasant Valley Joint Union Elementary School District must provide an annual report of the Capital Facilities Fund for the collection and accounting of Developer Fees.

Government Code section 66006 (b) requires local agencies, including school districts, which collect developer fees, to provide an annual accounting of those fees within 180 days of the close of each fiscal year.

Each accounting must include:
1. The amount of the fee;
2. The beginning and ending balances of the account;
3. The amount of the fees collected and the interest earned during the fiscal year;
4. An identification of each public improvement project for which fees were expended;
5. A description of each inter-fund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended;
6. The amount of refunds made pursuant to subdivision (e) of section 66001.

CURRENT CONSIDERATIONS
During the 2018-19 fiscal year, the Pleasant Valley Joint Union Elementary School District levied developer fees at the following rates:

Residential Developer Fees in the amount of $2.97 per square foot of assessable space of residential construction.

Commercial Developer Fees in the amount of $.47 per square foot of covered and enclosed space of commercial/industrial construction.

The 2018-19 report contains all the elements listed in the Background Information section above. Additionally, a five-year accounting of the Developer Fee fund has been included with
the 2018-19 annual report, including the necessary findings pursuant to Government Code 66001.

**FINANCIAL IMPLICATIONS**
See attached.

**STAFF RECOMMENDATION**
It is respectfully requested that Board President Borden introduce Superintendent Nielsen to present this item. Following the presentation, the Board of Trustees is requested to approve the 2018-19 Annual & Five-Year Developer Fee Report.

**SUPPORTING DOCUMENTATION**
- 2018/19 Annual Developer Fee Report
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ITEM: 2018/19 ELPAC and CAASPP Data Reports

SUBMITTED BY: Wendy Nielsen, Superintendent

TYPE OF ITEM: Report/Information

BACKGROUND INFORMATION
On Tuesday, October 8th, the California Department of Education released the 2018-2019 CAASPP results. The CAASPP tests were given to students in grades three through six. Beginning the 2017-2018 school year the assessment used to evaluate second language learners has transitions from the CELDT assessment to the ELPAC assessment.

CURRENT CONSIDERATIONS
The data from this assessment as well as benchmark assessments given in the classrooms will be used to provide information on individual students and on the school as a whole. Based on the data, the day to day instruction for individual students, entire classes or the entire school will need to be focused in order to improve student mastery of the standards. The data from the ELPAC cannot be compared exactly with the data from the previous year’s CELDT and the scores do not line up exactly.

FINANCIAL IMPLICATIONS
N/A

BOARD GOAL
This item is in accordance with Board Goal #1 – Student Achievement; #2 – 21st Century Skills;

STAFF RECOMMENDATION
It is respectfully requested that Board President Reid introduce Wendy Nielsen to present this informational item.

SUPPORTING DOCUMENTS
Copy of PowerPoint presentation on the CELDT and CAASP results
Pleasant Valley Joint Union Elementary School District

2018-2019
California Assessment of Student Performance and Progress and the English Language Proficiency Assessment for California

State, County and District Results
State Results

ELA
Percent of students within each achievement level

- 22.23% Standard Exceeded (LEVEL 4)
- 50.87% Met or Exceeded Standard for ELA
- 26.73% Standard Not Met (LEVEL 1)

Mathematics
Percent of students within each achievement level

- 19.69% Standard Exceeded (LEVEL 3)
- 39.73% Met or Exceeded Standard for Math
- 22.40% Standard Nearly Met (LEVEL 2)
- 25.41% Standard Not Met (LEVEL 1)
# State Results – Current Sixth-Graders Change Over Time - Language Arts

## Achievement Level Distribution Over Time

<table>
<thead>
<tr>
<th>Achievement Level</th>
<th>Grade 3 (2016-17)</th>
<th>Grade 4 (2017-18)</th>
<th>Grade 5 (2018-19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Scale Score</td>
<td>2415.0</td>
<td>2463.7</td>
<td>2502.4</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>22.80%</td>
<td>26.31%</td>
<td>23.66%</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>21.10%</td>
<td>22.36%</td>
<td>28.02%</td>
</tr>
<tr>
<td>Standard Nearly Met: Level 2</td>
<td>24.00%</td>
<td>19.25%</td>
<td>19.88%</td>
</tr>
<tr>
<td>Standard Not Met: Level 1</td>
<td>32.10%</td>
<td>32.08%</td>
<td>28.44%</td>
</tr>
</tbody>
</table>

Percent proficient and/or advanced:
- Grade 3: 43.9%
- Grade 4: 48.67%
- Grade 5: 51.68%
# State Results – Current Sixth-Graders

## Change Over Time - Mathematics

### Achievement Level Distribution Over Time

<table>
<thead>
<tr>
<th>Achievement Level</th>
<th>Grade 3 (2016-17)</th>
<th>Grade 4 (2017-18)</th>
<th>Grade 5 (2018-19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Scale Score</td>
<td>2427.9</td>
<td>2467.7</td>
<td>2495.3</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>19.27%</td>
<td>18.46%</td>
<td>21.19%</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>27.56%</td>
<td>24.45%</td>
<td>16.80%</td>
</tr>
<tr>
<td>Standard Nearly Met: Level 2</td>
<td>24.99%</td>
<td>30.81%</td>
<td>26.73%</td>
</tr>
<tr>
<td>Standard Not Met: Level 1</td>
<td>28.17%</td>
<td>26.27%</td>
<td>35.27%</td>
</tr>
</tbody>
</table>

Percent proficient and/or advanced

- Grade 3 (2016-17): 56.83%
- Grade 4 (2017-18): 42.91%
- Grade 5 (2018-19): 37.99%
San Luis Obispo County Results

ELA
Percent of students within each achievement level

- 25.68% Standard Exceeded (LEVEL 4)
- 30.97% Standard Met (LEVEL 3)
- 21.41% Standard Not Met (LEVEL 1)
- 21.94% Standard Nearly Met (LEVEL 2)

56.65% Met or Exceeded Standard for ELA

Mathematics
Percent of students within each achievement level

- 22.28% Standard Exceeded (LEVEL 4)
- 23.25% Standard Met (LEVEL 3)
- 27.85% Standard Not Met (LEVEL 1)
- 26.61% Standard Nearly Met (LEVEL 2)

45.53% Met or Exceeded Standard for Math
## County Results – Current Sixth-Graders

**Change Over Time - Language Arts**

### Achievement Level Distribution Over Time

<table>
<thead>
<tr>
<th>Achievement Level</th>
<th>Grade 3 (2016-17)</th>
<th>Grade 4 (2017-18)</th>
<th>Grade 5 (2018-19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Scale Score</td>
<td>2426.0</td>
<td>2472.6</td>
<td>2513.5</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>26.65 %</td>
<td>28.08 %</td>
<td>26.80 %</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>23.51 %</td>
<td>24.74 %</td>
<td>29.66 %</td>
</tr>
<tr>
<td>Standard Nearly Met: Level 2</td>
<td>22.33 %</td>
<td>19.23 %</td>
<td>18.63 %</td>
</tr>
<tr>
<td>Standard Not Met: Level 1</td>
<td>27.51 %</td>
<td>27.95 %</td>
<td>24.92 %</td>
</tr>
</tbody>
</table>

Percent proficient and/or advanced:

- Grade 3: 50.16%
- Grade 4: 52.82%
- Grade 5: 56.46%
# County Results – Current Sixth-Graders

## Change Over Time - Mathematics

### Achievement Level Distribution Over Time

<table>
<thead>
<tr>
<th>Achievement Level</th>
<th>Grade 3 (2016-17)</th>
<th>Grade 4 (2017-18)</th>
<th>Grade 5 (2018-19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Scale Score</td>
<td>2434.3</td>
<td>2473.9</td>
<td>2505.0</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>21.11%</td>
<td>18.62%</td>
<td>22.44%</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>30.40%</td>
<td>27.66%</td>
<td>20.00%</td>
</tr>
<tr>
<td>Standard Nearly Met: Level 2</td>
<td>23.15%</td>
<td>31.00%</td>
<td>26.47%</td>
</tr>
<tr>
<td>Standard Not Met: Level 1</td>
<td>25.35%</td>
<td>22.73%</td>
<td>29.08%</td>
</tr>
</tbody>
</table>

### Percent proficient and/or advanced

- Grade 3: 51.51%
- Grade 4: 46.28%
- Grade 5: 42.44%
Pleasant Valley School Results

**ELA**
Percent of students within each achievement level

- **86.96%** Met or Exceeded Standard for ELA
- **60.87%** Standard Exceeded (LEVEL 4)
- **8.70%** Standard Not Met (LEVEL 1)
- **4.33%** Standard Nearly Met (LEVEL 2)
- **26.09%** Standard Met (LEVEL 3)

**Mathematics**
Percent of students within each achievement level

- **77.28%** Met or Exceeded Standard for Math
- **22.73%** Standard Exceeded (LEVEL 4)
- **9.09%** Standard Not Met (LEVEL 1)
- **13.64%** Standard Nearly Met (LEVEL 2)
- **54.55%** Standard Met (LEVEL 3)
## Pleasant Valley Results - Current Sixth-Graders Change Over Time - Language Arts

<table>
<thead>
<tr>
<th>Achievement Level</th>
<th>Grade 3 (2016-17)</th>
<th>Grade 4 (2017-18)</th>
<th>Grade 5 (2018-19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Scale Score</td>
<td>2441</td>
<td>2456</td>
<td>2571</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>50%</td>
<td>20%</td>
<td>62.5%</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>25%</td>
<td>30%</td>
<td>25.0%</td>
</tr>
<tr>
<td>Standard Nearly Met: Level 2</td>
<td>0%</td>
<td>30%</td>
<td>0%</td>
</tr>
<tr>
<td>Standard Not Met: Level 1</td>
<td>25%</td>
<td>20%</td>
<td>12.5%</td>
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</tbody>
</table>

Percent proficient and/or advanced:

- Grade 3: 75.0%
- Grade 4: 50.0%
- Grade 5: 87.5%
<table>
<thead>
<tr>
<th>Grade 3 (2016-17)</th>
<th>Grade 4 (2017-18)</th>
<th>Grade 5 (2018-19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Achievement Level</td>
<td>Mean Scale Score</td>
<td>Standard Exceeded: Level 1</td>
</tr>
<tr>
<td>2427</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td></td>
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<tr>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Percent proficient and/or advanced: 10.0% 50.0% 50.0%
## County Scores – Language Arts

### How Do SLO County School Test Scores Stack Up? (Language Arts 2019 Results)

Results are in for the California Assessment of Student Performance and Progress, and in San Luis Obispo County, roughly 57 percent of students met or exceeded the English, language arts standards, while 43 percent fell below the state’s standards. Students take the test each year from third grade to eighth grade, and then again in the 11th grade. Here’s how each individual district did:

- **Did not meet standards**
- **Nearly met standards**
- **Met standards**
- **Exceeded standards**

#### Districts with elementary, middle and high schools

<table>
<thead>
<tr>
<th>District</th>
<th>Did not meet</th>
<th>Nearly met</th>
<th>Met</th>
<th>Exceeded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shandon Joint Unified</td>
<td>46%</td>
<td>29%</td>
<td>21%</td>
<td>18%</td>
</tr>
<tr>
<td>Paso Robles Joint Unified</td>
<td>36%</td>
<td>28%</td>
<td>20%</td>
<td>15%</td>
</tr>
<tr>
<td>Coast Unified</td>
<td>39%</td>
<td>29%</td>
<td>20%</td>
<td>18%</td>
</tr>
<tr>
<td>Atascadero Unified</td>
<td>31%</td>
<td>20%</td>
<td>22%</td>
<td>10%</td>
</tr>
<tr>
<td>Lucia Mar Unified</td>
<td>28%</td>
<td>29%</td>
<td>24%</td>
<td>18%</td>
</tr>
<tr>
<td>Templeton Unified</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>22%</td>
</tr>
<tr>
<td>San Luis Coastal Unified</td>
<td>16%</td>
<td>20%</td>
<td>25%</td>
<td>30%</td>
</tr>
</tbody>
</table>

#### Districts with elementary and middle schools

<table>
<thead>
<tr>
<th>District</th>
<th>Did not meet</th>
<th>Nearly met</th>
<th>Met</th>
<th>Exceeded</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Miguel Joint Union</td>
<td>34%</td>
<td>30%</td>
<td>23%</td>
<td>11%</td>
</tr>
<tr>
<td>Almond Acres Charter Academy</td>
<td>25%</td>
<td>32%</td>
<td>24%</td>
<td>16%</td>
</tr>
<tr>
<td>Cayucos Elementary</td>
<td>15%</td>
<td>21%</td>
<td>28%</td>
<td>26%</td>
</tr>
</tbody>
</table>

#### Districts with just elementary schools

<table>
<thead>
<tr>
<th>District</th>
<th>Did not meet</th>
<th>Nearly met</th>
<th>Met</th>
<th>Exceeded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pleasant Valley Joint Union Elementary</td>
<td>9%</td>
<td>17%</td>
<td>52%</td>
<td>22%</td>
</tr>
<tr>
<td>Bellevue-Santa Fe Charter</td>
<td>6%</td>
<td>34%</td>
<td>58%</td>
<td>22%</td>
</tr>
</tbody>
</table>

Get the data
## County Scores -- Mathematics

![Graph showing scores for different districts.]

### Districts with elementary, middle and high schools

<table>
<thead>
<tr>
<th>District</th>
<th>Did not meet standards</th>
<th>Nearly met standards</th>
<th>Met standards</th>
<th>Exceeded standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shandon Joint Unified</td>
<td>46%</td>
<td>29%</td>
<td>18%</td>
<td>7%</td>
</tr>
<tr>
<td>Paso Robles Joint Unified</td>
<td>36%</td>
<td>28%</td>
<td>21%</td>
<td>15%</td>
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<tr>
<td>Coast Unified</td>
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<td>20%</td>
<td>18%</td>
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<tr>
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<td>29%</td>
<td>22%</td>
<td>19%</td>
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<tr>
<td>Lucia Mar Unified</td>
<td>28%</td>
<td>29%</td>
<td>24%</td>
<td>18%</td>
</tr>
<tr>
<td>Templeton Unified</td>
<td>25%</td>
<td>28%</td>
<td>25%</td>
<td>22%</td>
</tr>
<tr>
<td>San Luis Coastal Unified</td>
<td>16%</td>
<td>20%</td>
<td>25%</td>
<td>39%</td>
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### Districts with elementary and middle schools

<table>
<thead>
<tr>
<th>District</th>
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<th>Exceeded standards</th>
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<td>34%</td>
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<td>23%</td>
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<td>Almond Acres Charter Academy</td>
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<td>24%</td>
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<td>15%</td>
<td>31%</td>
<td>28%</td>
<td>26%</td>
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</table>

### Districts with just elementary schools

<table>
<thead>
<tr>
<th>District</th>
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<th>Nearly met standards</th>
<th>Met standards</th>
<th>Exceeded standards</th>
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</thead>
<tbody>
<tr>
<td>Pleasant Valley Joint Union</td>
<td>9%</td>
<td>17%</td>
<td>52%</td>
<td>22%</td>
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<tr>
<td>Elementary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellevue-Santa Fe Charter</td>
<td>6%</td>
<td>34%</td>
<td>58%</td>
<td></td>
</tr>
</tbody>
</table>
Number and Percentage of Students at Each Overall Performance Level on the ELPAC 2017-2018

<table>
<thead>
<tr>
<th>Performance Level</th>
<th>K</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Developed</td>
<td>3 (75.0%)</td>
<td>3 (75.0%)</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>1 (17.0%)</td>
<td>1 (33.0%)</td>
<td>8 (32.0%)</td>
</tr>
<tr>
<td>Moderately Developed</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>1 (50.0%)</td>
<td>2 (50.0%)</td>
<td>1 (50.0%)</td>
<td>4 (67.0%)</td>
<td>1 (33.0%)</td>
<td>9 (36.0%)</td>
</tr>
<tr>
<td>Somewhat Developed</td>
<td>1 (25.0%)</td>
<td>1 (25.0%)</td>
<td>1 (50.0%)</td>
<td>2 (50.0%)</td>
<td>1 (50.0%)</td>
<td>1 (17.0%)</td>
<td>1 (33.0%)</td>
<td>8 (32.0%)</td>
</tr>
<tr>
<td>Beginning Stage</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>(0.0%)</td>
<td>0 (0.0%)</td>
</tr>
<tr>
<td>Number Tested</td>
<td>4 (100%)</td>
<td>4 (100%)</td>
<td>2 (100%)</td>
<td>4 (100%)</td>
<td>2 (100%)</td>
<td>6 (100%)</td>
<td>3 (100%)</td>
<td>25 (100%)</td>
</tr>
<tr>
<td>Performance Level</td>
<td>K</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>Total</td>
</tr>
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<td>-------</td>
</tr>
<tr>
<td>Well Developed</td>
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<td>1</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>8 (67%)</td>
</tr>
<tr>
<td>Moderately Developed</td>
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<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>4 (50%)</td>
</tr>
<tr>
<td>Somewhat Developed</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0 (0%)</td>
</tr>
<tr>
<td>Number Tested</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>12 (100%)</td>
</tr>
</tbody>
</table>
Pleasant Valley Joint Union Elementary School District
BOARD OF TRUSTEES
◆ November 13, 2019 ◆

ITEM: Approval of Safe Schools Plan

SUBMITTED BY: Wendy Nielsen, Superintendent

TYPE OF ITEM: Action

BACKGROUND INFORMATION
It is a yearly requirement of all schools and school districts as per Education Code 32286 and 32288 and Board Policy 0450.

CURRENT CONSIDERATIONS
The Pleasant Valley School Safety Plan includes policies and procedures for tactical emergency procedures, roles and responsibilities, emergency contact information, bullying prevention, child abuse reporting, sexual harassment and other important safety consideration.

FINANCIAL IMPLICATIONS
None

BOARD GOAL
This item is in accordance with Board Goal #1 – Student Achievement, Goal #4 – Facilities

STAFF RECOMMENDATION
It is respectfully requested that the Board President introduce Superintendent Nielsen to present this item. Following the presentation, the Board is requested to approve the Comprehensive Safe School Plan
November 2019

EMERGENCY OPERATIONS PLAN for

PLEASANT VALLEY SCHOOL

For Official Use Only
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</tr>
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<td>Direction, Control, Coordination</td>
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<td>37</td>
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<td>43</td>
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<td><strong>Functional Annexes</strong></td>
<td>46</td>
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<td>47</td>
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<td>Functional Annex B – ICS Assignments</td>
<td>48</td>
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<td>Functional Annex C – School Maps</td>
<td>50</td>
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<td>52</td>
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<td>Functional Annex E – Response Inventory</td>
<td>53</td>
</tr>
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<td>Functional Annex F – Earthquake</td>
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<tr>
<td>Functional Annex G – Site Evacuation</td>
<td>59</td>
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<tr>
<td>Functional Annex H – Parent/Student Reunification Plan</td>
<td>60</td>
</tr>
<tr>
<td>Functional Annex I – Lockdown</td>
<td>64</td>
</tr>
<tr>
<td>Functional Annex J – Intruder on Campus (Non-Hostage)</td>
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INTRODUCTION

What is an Emergency?

A duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons or property caused by air pollution, fire, flood or floodwater, storm, epidemic, riot, earthquake, intruder or other causes. This may be beyond the control of the services, personnel, equipment and facilities of the site and or district and require the combined efforts of the State or other political subdivisions. School district facilities must be prepared to respond to an emergency or traumatic event in an organized and timely manner so that students and staff can continue to function effectively without additional trauma or the development of additional emergencies.

School district emergencies can be small and easily managed, or they can be large and difficult to manage. Every school district emergency must be managed in a way that ensures the safety of everyone involved. In order to provide a safe and secure teaching and learning environment, personnel must plan for the management of emergency events that cannot be predicted or prevented. This plan is designed to help you do that.

I. BASIC PLAN

A. Purpose of the Plan

The purpose of the Pleasant Valley School Emergency Operations Plan (School EOP) is to identify and respond to incidents by outlining the responsibilities and duties of Pleasant Valley School and its employees. Developing, maintaining, and exercising the plan empowers employees in an incident to act quickly and knowledgeably. In addition, the plan educates staff, faculty, students, and other key stakeholders on their roles and responsibilities before, during, and after an incident. This plan provides parents and other members of the community with assurances that Pleasant Valley School has established guidelines and procedures to respond to incidents/hazards in an effective way.

The developed guidelines and procedures for dealing with existing and potential student and school incidents are defined in the plan below. The basic plan and the functional and hazard-specific annexes outline an organized, systematic method to mitigate, prevent, prepare for, respond to, and recover from incidents. Faculty and staff have been trained to assess the seriousness of incidents and respond according to these established procedures and guidelines. Pleasant Valley School regularly schedules in-service training for faculty and staff.

Lastly, developing, maintaining, and exercising the School EOP increases Pleasant Valley School's legal protection. Schools without established incident management procedures have been found liable for their absence. While no set of policies rules out the potential for legal problems, establishing procedures and guidelines on the best professional practices provides a margin of protection against liability.

To effectively handle an emergency, a comprehensive Emergency Operations Site Plan must be developed and an Emergency Response Team must be organized before an emergency occurs. Our school's Emergency Operations Plan must be organized and all staff members trained in order to effectively prepare for maximum safety, efficiency and communication in the event of an emergency.

The Incident Command System (ICS) will be used to manage all emergencies that occur within the district. We encourage the use of ICS to perform non-emergency tasks to promote familiarity with the system. All district and site personnel complete mandatory training.
Students and parents must also understand that contingency preparation and procedures are necessary and are conducted for their safety and well-being. An overview of the plan will be explained and distributed to parents.

Planning, preparation, and training will help staff personnel learn the proper course of action in an emergency. This manual will provide step-by-step guidelines to help deal with emergencies that may occur. This manual cannot foresee all possible circumstances of an emergency. Staff must be prepared to evaluate all the circumstances and make sound judgments based on the situation. Staff will receive annual training in the emergency response plan.

A committee will be established consisting of local law enforcement, fire/EMS, emergency management, county health department and site personnel to develop the Emergency Operations Plan. The committee should consist of site staff from the following disciplines at a minimum:

- Administrator (Principal or Assistant)
- Office Staff
- Maintenance
- Food Service staff
- Monitor/Safety personnel
- Teacher
- Instructional Aide

Procedures will be developed to provide for disabled and non-English speaking students and staff.

This plan shall be reviewed annually by the above committee and updated to maintain current procedures.

Drills will be conducted periodically to test the effectiveness of the plan. A debriefing shall be conducted after each drill to receive feedback from all participants on the effectiveness of the plan. Identified weaknesses will be addressed to strengthen the plan.

Each classroom will be supplied with a Classroom Emergency Response Guide that provides instructions on how to respond to specific events as determined by site emergency planning committee.

An NOAA capable radio with battery power back-up will be placed in the office where it can be monitored for emergency messages during school hours.

Provisions for off campus emergencies will be addresses in this plan (e.g. bus accidents, field trips, off campus school activities...).

A copy of this plan will be filed with the school district office.

B. Scope of the Plan
The Pleasant Valley School Emergency Operations Plan outlines the expectations of staff/faculty; roles and responsibilities; direction and control systems; internal and external communications plans; training and sustainability plans; authority and references as defined by local, tribal, State, and Federal government mandates; common and specialized procedures; and specific hazard vulnerabilities and responses/recovery.
1. Definitions
   a) Incident: An incident is an occurrence – natural, technological, or human-caused – that requires a response to protect life or property. The superintendent or designee shall have the authority to determine when an incident has occurred and to implement the procedures within this Emergency Operations Plan.

   b) Hazards: Hazards shall include situations involving threats of harm to students, personnel, and/or facilities. Hazards include but are not limited to natural, technological, and human-caused incidents. Hazards may require an interagency response involving law enforcement and/or emergency services agencies depending on the size and scope of the incident.

2. School Board Policy Statement
The Pleasant Valley School Emergency Operations Plan operates within the framework of the Pleasant Valley Joint Union Elementary School Board policy

C. Situation Overview/Hazard Analysis Summary
1. School Population
   a. General Population

Pleasant Valley School’s current enrollment is approximately 60 elementary-school students located in one main building and five portable buildings on campus. These students are supported by a committed staff and faculty consisting of:

   - 7 Teachers and specialists
   - 1 Administrator
   - 2 Office/library/ and support staff
   - 4 Instructional Assistants
   - 2 Maintenance and custodial staff

b. Special Needs Population

Pleasant Valley School is committed to the safe evacuation and transport of students and staff with special needs. The special needs population includes students/staff with:

   - Limited English proficiency,
   - Cognitive or emotional disabilities,
   - Deafness or hearing loss,
   - Mobility/physical disabilities (permanent and temporary), and
   - Medically fragile health (including asthma and severe allergies).

The school’s current enrollment of students with special needs is approximately 9; however, this number will fluctuate. Students and/or staff may require additional assistance if they are temporarily on crutches, wearing casts, etc.

2. Building Information
Pleasant Valley School is located on a 10-acre lot and includes seven buildings, one football/soccer field, one large playground area and one staff parking lot. All classes take place in the main building with the portable buildings used to supplement instruction. A map of the buildings annotated with evacuation routes, shelter locations, fire alarm pull stations, fire hydrants, fire extinguishers, first aid kits, hazardous materials storage, and utility shutoffs is included in Functional Annex C. All staff members are required to know these locations as well as how to operate the utility shutoffs.
3. Hazard Analysis Summary
Pleasant Valley School is exposed to many hazards, all of which have the potential for disrupting the school community, causing casualties, and damaging or destroying public or private property. In August 2019, school staff members completed a thorough hazard analysis to identify any circumstances in the school or near the campus that may present unique problems or potential risk to people or property. The interior and exterior portions of all school buildings and school grounds have been assessed for potential hazards that may impact the site, the staff, and the students. Identified hazards have been assessed by risk and likelihood and ranked accordingly. The table on the following page briefly discusses Pleasant Valley School’s high-priority hazards including flood, severe storm, fire, chemical, intruder, civil disturbance, and terrorism.

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<th>Table 1. High-Priority Hazards</th>
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<td>Flood</td>
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<td>Flooding is a natural feature of the climate, topography, and hydrology of Pleasant Valley and its surrounding areas. To date, no record of flooding has occurred at Pleasant Valley. However, the Estrella River is near the school. During a heavy rainy period, it can and does fill. Flooding could threaten the safety of students and staff whenever storm water or other sources of water threaten to inundate school grounds or buildings. Flooding may occur if a water pipe breaks or prolonged rainfall causes urban streams to rise. Flooding may also occur as a result of damage to water distribution systems such as with the school well.</td>
</tr>
<tr>
<td>Severe Storm</td>
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<tr>
<td>Pleasant Valley and its surrounding areas are vulnerable to severe local storms. The effects are generally transportation problems and loss of utilities, but can vary with the intensity of the storm, the level of preparation by Pleasant Valley School, and the equipment and staff available to perform tasks to lessen the effects of severe local storms.</td>
</tr>
<tr>
<td>Fire</td>
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<tr>
<td>Fire hazards are the most prevalent types of hazard. During the fire season of 2019, several fires occurred within ten to fifteen miles of the school.</td>
</tr>
<tr>
<td>Chemical</td>
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<td>Hazardous chemicals are used for a variety of purposes and are from time to time transported through many areas in and around Pleasant Valley. Currently, orthophosphate*, phosphate*, chlorine*, and propane are all used and stored on school grounds. *Used for the water treatment system.</td>
</tr>
<tr>
<td>Intruder</td>
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<tr>
<td>While a hostile intruder incident has never occurred in a San Luis Obispo County school, Pleasant Valley School, like any school, is vulnerable to intruders.</td>
</tr>
<tr>
<td>Disturbance</td>
</tr>
<tr>
<td>Pleasant Valley School, like other public institutions, is vulnerable to terrorist activity.</td>
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4. Preparedness, Prevention, and Mitigation Overview
Preparedness is achieved and maintained through a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action. Ongoing preparedness efforts require coordination among all those involved in emergency management and incident response activities. Pleasant Valley School fosters preparedness at all levels including students, parents, teachers, and staff.

Examples of preparedness actions include maintaining this plan, conducting training, planning and implementing drills and exercises, etc.

Prevention includes actions to avoid an incident or to intervene to stop an incident from occurring. Pleasant Valley School is committed to taking proactive prevention measures whenever possible to protect the safety and security of students and staff. Our policies include zero tolerance for bullying and other actions that undermine the safe haven of our school.
Mitigation includes activities to reduce the loss of life and property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Pleasant Valley School has taken action to reduce or eliminate the adverse effects of natural, technological, and human-caused hazards on people and property.

For example, of the many hazards that can endanger a school facility and its service to the community, the most prevalent is fire. Pleasant Valley School was built in accordance with State building codes, in the form of approved materials, fire-resistant assemblies, exiting requirements, the dimensions of corridors, fire suppression systems, and many other standards.

D. Planning Assumptions and Limitations

1. Planning Assumptions

Stating the planning assumptions allows Pleasant Valley School to deviate from the plan if certain assumptions prove not to be true during operations. The School EOP assumes:

- The school community will continue to be exposed and subject to hazards and incidents described in the Hazard Analysis Summary, as well as lesser hazards and others that may develop in the future.
- A major disaster could occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible; however, some emergency situations occur with little or no warning.
- A single site incident (e.g., fire, gas main breakage) could occur at any time without warning and the employees of the school cannot, and should not, wait for direction from local response agencies. Action is required immediately to save lives and protect school property.
- Following a major or catastrophic incident, the school may have to rely on its own resources to be self-sustaining for up to 72 hours.
- There may be a number of injuries of varying degrees of seriousness to faculty, staff, and/or students. Rapid and appropriate response will reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement, and emergency managers will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until responders arrive at the incident scene.
- Proper prevention and mitigation actions, such as creating a positive school environment and conducting fire inspections, will prevent or reduce incident-related losses.
- Maintaining the School EOP and providing frequent opportunities for stakeholders (staff, students, parents, first responders, etc.) to exercise the plan can improve the school’s readiness to respond to incidents.
- A spirit of volunteerism among school employees, students, and families will result in their providing assistance and support to incident management efforts.

2. Limitations

It is the policy of Pleasant Valley School that no guarantee is implied by this plan of a perfect incident management system. As personnel and resources may be overwhelmed, Pleasant Valley School and Pleasant Valley Joint Union Elementary School District can only endeavor to make every reasonable effort to manage the situation, with the resources and information available at the time.
II. CONCEPT OF OPERATIONS

This plan is based upon the concept that the incident management functions that must be performed by the school generally parallel some of their routine day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required for those routine functions will be redirected to accomplish assigned incident management tasks.

A. National Incident Management System (NIMS)

The National Incident Management System (NIMS) is a set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment. This system ensures that those involved in incident response/recovery understand what their roles are and have the tools they need to be effective.

According to Homeland Security Presidential Directive 5 and the U.S. Department of Education, school districts are among local agencies that must adopt NIMS if they receive Federal grant funds. As part of its NIMS implementation, Pleasant Valley School participates in the local government’s NIMS preparedness program and believes it is essential to ensure that response/recovery services are delivered to schools in a timely and effective manner.

Pleasant Valley School recognizes that staff and students will be first responders during an incident. Adopting NIMS enables staff and students to respond more effectively to an incident and enhances cooperation, coordination, and communication among school officials, first responders, and emergency managers.

Pleasant Valley School works with local government agencies to remain NIMS compliant. NIMS compliance for school districts includes completing the following:

- Adopt the use of the Incident Command System (ICS). All staff who assume roles described in this plan will receive ICS-100 training. ICS-100 is a Web-based course available free from the Federal Emergency Management Agency (FEMA) Emergency Management Institute.
- Complete NIMS awareness course IS-700 NIMS: An Introduction. IS-700 is a Web-based course available free from the Emergency Management Institute.
- All persons assuming roles described in the basic plan or annexes will receive training.
- Participate in local government’s NIMS preparedness program and incorporate the school plan into the community EOP.
- Train and exercise the plan. All staff and students are expected to participate in training and exercising the plan’s procedures and hazard-specific incident plans. The school is charged with ensuring that the training and equipment necessary for an appropriate response/recovery operation are in place.

B. Implementation of the Incident Command System (ICS)

In a major emergency or disaster, Pleasant Valley School may be damaged or need to be evacuated, people may be injured, and/or other incident management activities may need to be initiated. These activities must be organized and coordinated to ensure efficient incident management. The Incident Command System (ICS) will be used to manage all incidents and major planned events.