



Mountain View Whisman School District Board of Trustees - Regular Meeting

February 8, 2024
6:00 PM

Governor Gavin Newsom signed AB 361 in September 2021 to extend the flexibilities provided in a prior executive order enabling public agencies to meet remotely during the COVID-19 emergency. Executive Order N-1-22, signed January 5, 2022, extends the sunset of AB 361 and allows public K-12 schools to hold remote meetings until January 1, 2024. Meeting of the Board will be available by:

Dial in Phone Number: (669) 900 6833 US (San Jose)

Meeting ID: 856 8063 1951

Passcode: 527463

There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: [youtube.com/mvwsd](https://www.youtube.com/mvwsd)

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Meetings are also live-streamed on <https://www.youtube.com/mvwsd>

Members of the public who wish to address the Board during the Board of Trustees meeting may log in to meetings using the Zoom information provided or email comments to publiccomments@mvwsd.org. To expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received; however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

A request for a disability-related modification or accommodation may be made to the Superintendent's Office (650-526-3552) at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

(Live streaming available at www.mvwsd.org)

As a courtesy to others, please turn off your cell phone upon entering.

Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (6:00 p.m.)

- A. Pledge
- B. Roll Call
- C. Approval of Agenda

II. SCHOOL SHOWCASE-Stevenson Elementary School

III. SPECIAL RECOGNITION

- A. Employee Recognition for Turtle Award (10 minutes)

IV. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

- A. Personnel Report
 - 1. Personnel Report to the Board of Trustees
- B. Minutes
 - 1. Minutes to January 25, 2024 Regular Board Meeting
- C. Contracts
 - 1. Contracts
- D. 2023-2024 Overnight and/or Out-of-State Field Trips Spring Dates
- E. Board Policy 6020 Parent Involvement
- F. Middle School Math Update
- G. Board Policy 6159.1 Procedural Safeguards and Complaints for Special Education
- H. Board Policy 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education
- I. Board Policy 6164.4 Identification of Individuals for Special Education
- J. Board Policy 5131.2 Bullying
- K. Board Policy 5144.1 Suspensions and Expulsions/Due Process
- L. Board Bylaw 9322 Agenda/Meeting Materials
- M. Board Policy 5125 Student Records
- N. Board Policy 5145.3 Nondiscrimination/Harassment
- O. Board Policy 5131.7 Weapons and Dangerous Instruments
- P. Board Policy 6142.8 Comprehensive Health Education
- Q. Board Policy 3312 Contracts
- R. Board Policy 6170.1 Transitional Kindergarten
- S. Board Bylaw 9321 Closed Session
- T. Board Policy 4218 Dismissal/Suspension/Discipline

- U. Board Policy 4113 Assignment
- V. Board Policy 0410 Nondiscrimination in District Programs and Activities
- W. Board Bylaw 9321.1 Closed Session
- X. Board Policy 1312.2 Uniform Complaint Procedures
- Y. Board Policy 4216 Probationary Permanent Status
- Z. Strategic Plan Update on District Standards
- AA. Mountain View Whisman School District Staff Housing Project - Change Order No. 10, Palisade Builders
- AB. Board Policy 3311 Bids
- AC. Board Policy 6159 Individualized Education Program
- AD. Board Policy 6158 Independent Study / Short Term
- AE. Board Policy 5126 Awards for Achievement

V. COMMUNICATIONS

- A. Employee Organizations
- B. District Committees
- C. Superintendent

VI. COMMUNITY COMMENTS

This is the time reserved for community members to address the Board on items that are not on the agenda. The Board and Administration welcome this opportunity to listen; however, in compliance with the Brown Act, the Board is not permitted to take action on non-agenda items.

Speakers are requested to complete a speaker card and state their name for the record.

If there are additional comments after 10 minutes have elapsed, this item may be continued after all the action and discussion items are completed.

Notes on Community Comments on Agendized Items

The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time allowed for translation, as needed. Prior to addressing the Board, each speaker is requested to complete a speaker card (located on the counter near the door), give it to the Superintendent's Executive Assistant, and state his/her name for the record. We ask that you speak from the podium so that we may better hear you. At the conclusion of remarks or after 10 minutes has elapsed, the public comment portion is closed for that item and the Board will return to their own deliberations and comments. Please see the Board's "Welcome" brochure for more specifics on how Board meetings are run. The Board is grateful to have district personnel in the audience. These personnel may be consulted during the Board's discussion on any item.

VII. REVIEW AND DISCUSSION

- A. Local Control Accountability Plan (LCAP) Mid-Year Report (30 minutes)
- B. Health & Wellness Annual Goals Progress Report (45 minutes)
- C. Universal PreKindergarten (UPK) 2024-25 Program Planning (45 minutes)
- D. Transportation, Field Trip Process and Discussion (30 minutes)

VIII. BOARD UPDATES

IX. FUTURE BOARD MEETING DATES

- A. Future Board Meeting Dates
 - February 29, 2024-Environmental Sustainability Plan Update
 - March 14, 2024-Reclassification and EL Program Update
 - April 18, 2024-Transportation

X. ADJOURNMENT (10:00 p.m.)

NOTICES FOR AUDIENCE MEMBERS

1. **RECORDING OF MEETINGS:**

The open session will be video recorded and live streamed on the District's website (www.mwvsd.org).

2. **CELL PHONES:**

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5. **DOCUMENT AVAILABILITY:**

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located at 1400 Montecito Avenue during normal business hours.

Los documentos que se les proveen a la mayoria de los miembros de la Mesa Directiva sobre los temas en la sesion abierta de este orden del dia estaran disponibles para la inspeccion publica en la Oficina del Distrito, localizada en el 1400 Montecito Avenue durante las horas de oficinas regulares.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

Dial in Phone Number: (669) 900 6833 US (San Jose)

Meeting ID: 856 8063 1951

Passcode: 527463

There is no participant ID

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: SPECIAL RECOGNITION

Agenda Item Title: Employee Recognition for Turtle Award (10 minutes)

Estimated Time:

Person Responsible: Ayindé Rudolph, Ed.D., Superintendent

Background:

Our success on behalf of our students is magnified when we work together. The Turtle Award recognizes 23 employees who have demonstrated exceptional collaboration and teamwork with their colleagues and/ or students at MVWSD.

The Employees receiving recognition for Turtle Awards are:

Brittany Thornton
Charles Federmann
Cihan Ozturk
Colleen Walsh
Cyndee Nguyen
Danielle Bhajaria
Danielle Tuffy
Doug Lange
Eva Parra-Bornstein
Isaiah Herrera
Jacie Krampert
Jen Stewart
Jennifer Geoghegan
Jon Aker
Luis Salinas
Maria Cindy Joy Blair
Melanie Gray
Miguel Pichard
Natalie Lescano
Nick Haffen
Patrick Stoltz
Pedro Serrano
Rebecca Dorocak Escobar
Renaë McCollum
Sheila Martinez
Sheri Minor

Susie Morales
Tania Galicia Daza
Teresa Diaz
Tom Sayer

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Personnel Report to the Board of Trustees	Backup Material	1/31/2024

Mountain View Whisman School District
Personnel Report 2023-2024

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	TO	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Rebecca	Escobar	Teacher	Permanent	Graham	1.166	Change in FTE	Temporary Increast in FTE by 0.166				1/18/2024	2/8/2024
Sheila	Martinez	Teacher	Permanent	Graham	1.166	Change in FTE	Temporary Increast in FTE by 0.166				1/18/2024	2/8/2024
Thomas	Sayer	Teacher	Permanent	Graham	1.166	Change in FTE	Temporary Increast in FTE by 0.166				1/18/2024	2/8/2024
Patrick	Stoltz	Teacher	Permanent	Graham	1.166	Change in FTE	Temporary Increast in FTE by 0.166				1/18/2024	2/8/2024
Danielle	Tuffy	Teacher	Permanent	Graham	1.166	Change in FTE	Temporary Increast in FTE by 0.166				1/18/2024	2/8/2024
Teresa	Ochoa	Transportation Dispatcher		Transportation	1	Change of Assignment	Extend Temporary Assignment of Transportation Dispatcher until 2/29/2024				2/1/2024	2/8/2024
Kaitlin	Chernikoff	Teacher	Permanent	Castro	1	Leave of Absence	Statutory	1/22/2024	5/31/2024	Approve	1/22/2024	2/8/2024
Michelle	Williams	Administrator		District Office	1	Leave of Absence	Personal Leave	1/9/2024	3/15/2024	Approve	1/9/2024	2/8/2024
Leslie	Farrell	Sp Ed IA	Permanent	Currently on LOA	0.875	Resignation					1/26/2024	2/8/2024

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: Minutes

Agenda Item Title: Minutes to January 25, 2024 Regular Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to January 25, 2024 Regular Board Meeting	Backup Material	2/1/2024



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
January 25, 2024
6:00 PM

Dial in Phone Number: (669) 900 6833 US (San Jose)
Meeting ID: 846 0509 5035
Passcode: 829742
There is no participant ID

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Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (6:00 p.m.)

The meeting was called to order at 6 p.m.

A. Pledge

The Pledge of Allegiance was led by Crittenden Middle School students.

B. Roll Call

Trustees Present: Berman, Blakely, Conley, Lambert

Trustee Absent: Chiang

C. Approval of Agenda

A motion was made by Laura Blakely and seconded by Laura Berman to approve the agenda, as presented.

Ayes: Berman, Blakely, Conley, Lambert

Absent: Chiang

The following member of the public addressed the Board of Trustees:

- Former Trustee Steven Nelson

II. SCHOOL SHOWCASE-Crittenden Middle School

Staff and students from Crittenden showcased music and artwork.

The following member of the public addressed the Board of Trustees:

- Former Trustee Steven Nelson

III. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

A motion was made by Laura Berman and seconded by Laura Blakely to approve the agenda with the pulling of items III.E 2022-2023 Financial Audit Report and item III.K 2022-2023 Audit for Measure G and Measure T for separate consideration.

Ayes: Berman, Blakely, Conley, Lambert

Absent: Chiang

Trustee Blakely requested pulling of items III.E 2022-2023 Financial Audit Report and item III.K 2022-2023 Audit for Measure G and Measure T for separate consideration; she highlighted the cleanness of the Financial and Measures G and T audits; the two findings associated with Measure G and T have been addressed.

A motion was made by Trustee Blakely and seconded by Trustee Lambert to approve items III.E 2022-2023 Financial Audit Report and item III.K 2022-2023 Audit for Measure G and Measure T on the Consent Agenda.

Trustee Ayes: Blakely, Berman, Conley, Lambert

Trustee Absent: Chiang

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes to January 11, 2024 Regular Board Meeting
2. Minutes to January 18, 2024 Special Meeting Board Study Session

C. Contracts

1. Contracts

- D. School Accountability Report Cards (SARCs)
- E. 2022-2023 Financial Audit Report
- F. 2024-25 Local Control Accountability Plan Development Timeline
- G. Board Policy (BP) 6179 Supplemental Instruction
- H. Board Policy (BP) 6161.1 Selection and Evaluation of Instructional Materials
- I. School Plan for Student Achievement 2023-24 - Castro Elementary School
- J. Approval of Payroll Report and Accounts Payable Warrant List for the Month of December 2023
- K. 2022-2023 Audit for Measure G and Measure T

IV. COMMUNICATIONS

A. Employee Organizations

No member of the employee organization was present to address the Board of Trustees.

B. District Committees

No report at this time.

C. Superintendent

Dr. Rudolph commended the negotiation teams; negotiations are starting well. There was also mention of the January 29 in-person Cafecito at Castro & Mistral's MUR.

The following member of the community addressed the Board of Trustees:

- Former Trustee Steven Nelson

V. COMMUNITY COMMENTS

The following member of the community addressed the Board of Trustees:

- Ms. Holly Urban Moore Leonard

VI. REVIEW AND ACTION

A. Resolution 01-012524 in Support of Black History Month (10 minutes)

A motion was made by William Lambert and seconded by Laura Berman to pass Resolution 01-012524 in Support of Black History Month.

Ayes: Berman, Blakely, Conley, Lambert

Absent: Chiang

February 1, 2024, marks the beginning of Black History Month. The Board of Trustees acknowledges the significance of Black History Month as a significant opportunity for all people in the United States to learn from the past and understand the experiences that have shaped our communities.

VII. REVIEW AND DISCUSSION

A. Artificial Intelligence (AI) Impact on our Schools (45 minutes)

Dr. Rudolph's next steps in his presentation were looking at the feasibility of adopting a policy that aligned with the district's vision/mission and creating a small group of stakeholders who could serve as MVWSD AI explored.

B. i-Ready Diagnostic 2 Assessment Data (45 minutes)

Staff shared the results from the iReady Diagnostic 2 assessment and the next steps, which include continued professional development and reading interventions.

The following member of the community addressed the Board of Trustees:

- Former Trustee Steven Nelson

VIII. TRUSTEE INPUT FOR BOARD RETREAT

- Topics of Discussion at Board Retreat

Topics for the Trustee Board Retreat:

- Update on Board Goals
- Superintendent's mid-year evaluation
- Fieldtrip to Crittenden to view outdoor space

The following member of the public addressed the Board of Trustees:

- Former Trustee Steven Nelson

IX. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

No member of the community wished to address the Board of Trustees.

X. CLOSED SESSION

The meeting was adjourned to Closed Session at 8:15 p.m.

A. CONFERENCE WITH LEGAL COUNSEL

1. Conference with legal counsel – Anticipated litigation (Pursuant to Government Code § 54956.9(d)(4): 1 case
CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation (Pursuant to Government Code § 54956.9(d)(4): 1 case

XI. RECONVENE OPEN SESSION

The meeting was reconvened to Open Session at 9:36 p.m.

B. Closed Session Report

Trustee President Conley reported no action was taken in Closed Session item X.A Conference with legal counsel – Anticipated litigation (Pursuant to Government Code § 54956.9(d)(4): 1 case.

XII. BOARD CONFERENCE UPDATES

A. Updates From CSBA Annual Educational Conference (AEC)

At the CSBA's Annual Conference, Trustee Berman attended the Approaches to Ensuring Equal Treatment and Access to Your Students, which highlighted creating open spaces for children to come to school and provide counseling and support if needed. She also attended the Good Enough to Highly Functional, which was about having a highly functioning school board, and best practices were shared.

Trustee Blakely commented on the program that the Bakersfield schools are doing to improve student learning. The principals of the schools drove the programs.

Trustee Conley commented that CSBA does a reapportionment of delegates from each region every few years based on ADA in each region, and it determines how much representation you have in the CSPA delegate assembly; we have lost 35,000 students in Santa Clara County since the last reapportionment.

XIII. BOARD UPDATES

Trustee Conley shared that Silicon Valley Reads will kick off its annual programming, A Greener Tomorrow Starts Today, with its first session on January 31. link is siliconvalleyreads.org for their events.

Trustee Berman shared that Santa Clara County has workshops on January 31 for Trustees and a Legislative Action week on March 12.

XIV. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

February 8, 2024-LCAP Mid-year Update

February 29, 2024-Environmental Sustainability Plan Update

March 14, 2024-Reclassification and EL Program Update

April 4, 2024-Transportation

XV. ADJOURNMENT (10:00 p.m.)

The meeting was adjourned at 9:49 p.m.

1. **RECORDING OF MEETINGS:**

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Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: Contracts

Agenda Item Title: Contracts

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

On November 19, 2015, the District's Governing Board approved Resolution No. 1580.11/15 delegating authority to award contracts to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s) pursuant to Education Code sections 17604 and 17605.

All contracts approved by those authorized to do so pursuant to that delegation authority are to be submitted to the District's Governing Board for ratification. Contracts that do not, however, involve an item of expenditure in excess of the bid limits specified in Public Contract Code section 20111 need only be reviewed by the District's Governing Board every 60 days. The applicable bid limits are \$15,000 for construction contracts and \$114,500 in 2024 (adjusted annually) for the purchase of equipment, materials, supplies, non-construction services, or repairs including maintenance.

Presented for ratification are the following contract(s):

Presented for review are the following contract(s):

1. Active Learning in the Arts, Inc.- Will provide an after-school music program for up to 25 students in grades 2nd-5th at Castro Elementary every Monday from 3:00-5:00 PM starting February 12, 2024 through May 20, 2024, \$6,000.00.
2. American Lives: History Brought to Life- Will provide one performance of Revolutionary Women to three 5th grade classes at Imai Elementary on March 1, 2024, \$1,232.00.
3. Deer Crossing Press- Will provide a Leadership 4-part series for all 5th grade students at Imai Elementary. 5th grade students will engage in leadership training, creativity enhancement, goal setting and achieving from February 15, 2024 through March 14, 2024, \$3,100.00.
4. Nathan Hale LLC- Will provide 2 cartoon drawing presentations for all grades and 2 writing workshops for 4 classes in grades 3-5 at Bubba Elementary on March 5, 2024, \$5,000.00.
5. Peopleologie- Will provide 2 in-person workshops for 1st grade students at Imai Elementary in which students will engage in integrated learning opportunities blending history, culture, social studies, science, and critical hand crafting sensory experiences from February 9, 2024 through May 9, 2024, \$1,160.00.

Fiscal Implication:

See background details.

Recommended Action:

It is recommended that the Board of Trustees ratify or review the contracts, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Active Learning in the Arts (CA) PSA 02/12/24-05/20/24	Backup Material	2/1/2024
American Lives: History Brought to Life (IM) 03/01/24	Backup Material	1/31/2024
Deer Crossing Press (IM) PSA 02/15/24-03/14/24	Backup Material	1/23/2024
Nathan Hale LLC (BB) PSA 03/05/24	Backup Material	1/23/2024
Peopleologie (IM) PSA 02/09/24-05/09/24	Backup Material	1/24/2024

07/17/2023

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
(Non-Construction Related)

THIS AGREEMENT is made and entered into on February 8, 2024 ("**Agreement**"),
by and between and **Mountain View Whisman School District** ("**District**") and Active Learning in the Arts, Inc.
("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☒ **Option 1** - As indicated in Exhibit A – attached

☐ **Option 2** - Services explained as follows:

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of \$ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of \$ _____ Total not to exceed \$ _____

☒ **Option 3** – Other, please explain: \$6000, in 2 Payments of \$3,000 per terms & conditions in Exhibit A

3. Contract Dates "Agreement Time"

Services Start Date: February 12th, 2024

Services End Date: May 20th, 2024

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

- ☒ Signed Agreement
- ☒ Insurance Certificates & Endorsements
- ☒ W-9 Form

5. Classified Service

☐ YES

☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor:
Street
City, State, Zip
Attn:

Active Learning In The Arts
1100 Sharon Park Drive, #4
Menlo Park, CA, 94025
Board President

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: PF

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- ☒ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- ☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

Jacqueline Keirns

JL

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. Contractor's Initials Here: PF

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

- ☒ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
- ☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here:

JL

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here:

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

- 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced

observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section

1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. Agreement Contingent on Governing Board

Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here:

PF

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. Compliance with Orders. Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. Infectious Disease & Extra Work.

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. Infectious Disease Release. Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☒ Other: 501(c)3 Nonprofit Corporation

Employer Identification and/or SSN#: 94-2751116

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

Program 600

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>Active Learning In The Arts</u>
Dated: <u>January 31</u> , 20 <u>24</u>	Dated: <u>January 22</u> , 20 <u>24</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Print Name: <u>Jacqueline Keims</u>	Print Name: <u>Peter Filice</u>
Print Title: <u>Principal</u>	Print Title: <u>Chairman of the Board</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract: _____	Review _____	Ratification _____

ALIA

ACTIVE LEARNING
IN
THE ARTS

EXHIBIT A CASTRO AFTER-SCHOOL MUSIC PROGRAM STATEMENT OF WORK 2024

**by Active Learning in
the Arts**

Purpose

Active Learning in the Arts will provide Castro Elementary School with a culturally relevant, community-oriented, after-school music program once a week from 3-5pm, focusing on 2nd - 5th, with up to 25 students participating.

Program Outline

- **Time:** Mondays from 3 - 5pm, 2 hours
- **Instruction:** Bilingual
- **Curriculum:** Culturally Relevant Pedagogy*, Musicianship, Performance Presence, SEL*
- **Performance:** Culminating per session, with professional musicians
- Smaller performances as available
- Parent and Community* participation opportunities
- Snack provided

Timeline

Program sessions will be held:

February 12th, 26th

March 4th, 11th, 18th

April 1st, 15th, 22nd, 29th

May 6th, 13th, 20th

Fee \$6,000

Terms

Tuition payable to Active Learning in the Arts

First payment of \$3000 must be received by March 29th, 2024

Second payment of \$3000 due by May 31st, 2024

Notes

Culturally Relevant Pedagogy: Originated by scholar Gloria Ladson-Billings, is a framework for fostering academic success, cultural competence, and critical awareness among students. This approach aims to illuminate the historical narratives of Castro School and the program participant's families and communities. These stories serve to provide a critical and resonant learning experience for students. This will be achieved through immersive music education.

Social Emotional Learning (SEL): A crucial part of quality education, social emotional learning is the process which students can effectively apply knowledge and skills necessary to understand and manage emotions, set and achieve positive goals, and feel and show empathy for others, make meaningful relationships, and make responsible decisions. This program is a performance based program and requires a learning environment which fosters these elements through which SEL is central to discussion, practice, and reflection.

Community Participation: During our program performances students will have the unique opportunity to interact and connect with family members, school staff and officials, and professionals from the arts sector, including dancers and musicians. These interactions not only enrich the students' learning experience but also foster a sense of community and collaboration, furthermore serving as source of inspiration and role modeling for students.

AGREEMENT TO PROVIDE SERVICES

This agreement is made and entered into on Thursday, February 8, 2024 by and between *American Lives: History Brought to Life™* (hereafter *American Lives™*) Amy Imai Elementary.

WHEREAS, Amy Imai Elementary is in need of educational programming for students studying the colonial era;

WHEREAS, *American Lives™* is specially trained and competent to provide the services required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

SERVICES TO BE PROVIDED BY *American Lives™*: One performance of “Revolutionary Women” will be performed by an agent of *American Lives™* for the three 5th grade classes at Amy Imai Elementary on Friday, March 1, 2024. The 75-minute performance will begin at approximately 8:05am, and will be followed by smaller group visits for the rest of the day.

Students will be supervised at all times by an MVWSD credentialed staff member. *American Lives™* will provide evidence that Amy Imai Elementary/Mountain View Whisman School District is an additional insured, up to 1,000,000.00 under *American Lives™* liability insurance policy.

Amy Imai Elementary agrees to the following:

- To provide a reserved and clearly marked parking space.
- The performance space will be in an indoor, quiet location, and will be available for set-up at least 40 minutes prior to the start of the program
- The maximum audience size is 150 or five classes.
- Videotaping and audio recording are prohibited. Still photography is permitted.
- Any publicity regarding the program is to be cleared by *American Lives™*.

Amy Imai Elementary shall pay *American Lives™* a total of \$1,232 for the aforementioned program, which reflects \$218 in discounts (see invoice). Amy Imai Elementary will receive an invoice, and payment is due 30 days after the date of the program. Both parties will be held blameless if program must be cancelled due to accident, illness or act of God.

This AGREEMENT is not assignable without written consent of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed.

American Lives™

For Amy Imai Elementary

Darci Tucker

Darci Tucker, Owner
P.O. Box 1857
Williamsburg, VA 23187-1857
757-565-4892
757-719-0523 cell
darci@americanlives.net
www.americanlives.net

Name, Title
Amy Imai Elementary
253 Martens Ave.
Mountain View, CA 94040
Phone: 650-526-3490
Attn: Jen Schaefer

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
 (Non-Construction Related)

THIS AGREEMENT is made and entered into on February 8, 20 24 ("Agreement"),
 by and between and **Mountain View Whisman School District** ("District") and Deer Crossing Press
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☒ **Option 1** - As indicated in Exhibit A – attached

☐ **Option 2** - Services explained as follows:

Amy Imai beginning Leadership 4-part series, 5th grade IN-PERSON PROGRAM.

Dates: Thursdas, February 15, 29, March 7, 14, 2024. Time: 8:25 - 11:55 am.

5th gr will engage in leadership training, creativity enchancement, goal-setting & achieving.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("Agreement Price"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☒ **Option 1** – Flat Fee of \$ 3100.00

☐ **Option 2** - Maximum number of hours at an hourly rate of \$ _____ Total not to exceed \$ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: February 15, 2024

Services End Date: March 14, 2024

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

- ☒ Signed Agreement
☒ Insurance Certificates & Endorsements
☒ W-9 Form

5. Classified Service

☐ YES ☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor: Jim Wiltens
 Street _____
 City, State, Zip _____
 Attn: Jim Wiltens

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: AS

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- ☒ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- ☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Arline Siam

AS

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. Contractor's Initials Here: AS

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

- ☒ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
- ☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative Initials here: AS

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of Insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto. combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: 

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
4. **Standard of Care.**
 - 4.1 Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2 Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

- and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 4.3 Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- 4.4 Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. Termination.

7.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. Without Cause by Contractor. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. Safety and Security. Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure.

17. **Audit** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced

observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located

24. **Waiver** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section

1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29 **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: 

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2 If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☒ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: _____

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

PTA

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>Jim Wiltens</u>
Dated: <u>01/11</u> , 20 <u>24</u>	Dated: <u>January 5</u> , 20 <u>24</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Print Name: <u>Arlene Siam</u>	Print Name: <u>Jim Wiltens</u>
Print Title: <u>Principal</u>	Print Title: <u>Owner</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract: _____	Review _____	Ratification _____

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
 (Non-Construction Related)

THIS AGREEMENT is made and entered into on February 8, 2024 ("Agreement"),
 by and between and **Mountain View Whisman School District** ("District") and Nathan Hale LLC
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A - attached

☒ **Option 2** - Services explained as follows:

Nathan Hale will be at Bubb MUR on 3/5/24, holding a 45 min cartoon drawing presentation for grades K-2 and 60 min presntaion for Grades 3-5. plus two 30 min writing workshops for up to four grade 3-5 classrooms.

Teachers will be present during presentations and workshops

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("Agreement Price"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☒ **Option 1** - Flat Fee of \$ 5,000

☐ **Option 2** - Maximum number of hours at an hourly rate of \$ _____ Total not to exceed \$ _____

☐ **Option 3** - Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: 3/5/2024

Services End Date: 3/5/2024

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☒ Signed Agreement

☐ Insurance Certificates & Endorsements

☒ W-9 Form

5. Classified Service

☐ YES

☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor:
 Street
 City, State, Zip
 Attn:

Nathan Hale

Nathan Hale

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: NM

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- ☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- ☒ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Mariko Kobata

MK

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. Contractor's Initials Here: N H

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

- ☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
- ☒ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: MK

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: NH
XXXXXXXXXX

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

- and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. Termination.

7.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. Without Cause by Contractor. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. Safety and Security. Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced

observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section

1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: NH

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☒ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 27-3297613

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

010-0130-0-5830-00-1110-1000-000000-002-0130

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>Nathan Hale</u>
Dated: <u>1/23</u> , 20 <u>24</u>	Dated: <u>01/11/2024</u> , 20 <u>24</u>
Signature: <u>M. Kobata</u>	Signature: <u>[Signature]</u>
Print Name: <u>Mariko Kobata</u>	Print Name: <u>Nathan Hale</u>
Print Title: <u>Principal</u>	Print Title: <u>Author/Illustrator</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract:	Review	Ratification

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
 (Non-Construction Related)

THIS AGREEMENT is made and entered into on February 8, 2024 ("Agreement"),
 by and between and **Mountain View Whisman School District** ("District") and Peopleologie
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached

☒ **Option 2** - Services explained as follows:

In person workshops. Slideshow 8:20am-8:50am, First class 8:50am-9:50am & Second class 10:30am-11:30am. Dates: Black American Artists (2/9/24) Seed Ball Science (5/9/24) for 1st grade classes. Two 1st gr classes at Imai. Each will engage students in integrated learning opportunities blending history, culture, social studies, science, and critical hand crafting sensory experiences. Workshops include slideshows, artifacts, & hands-on materials.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("Agreement Price"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☒ **Option 1** – Flat Fee of \$ 1160

☐ **Option 2** - Maximum number of hours at an hourly rate of \$ _____ Total not to exceed \$ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: 2/9/2024

Services End Date: 5/9/2024

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

- ☒ Signed Agreement
- ☒ Insurance Certificates & Endorsements
- ☒ W-9 Form

5. Classified Service

☐ YES

☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor:
 Street
 City, State, Zip
 Attn:

Linda Janklow

[REDACTED]

Linda Janklow

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- ☒ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- ☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. Contractor's Initials Here:

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

- ☒ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
- ☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative Initials here:

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: LJ

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

- 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

- 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. Termination.

7.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. Without Cause by Contractor. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. Safety and Security. Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced

observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section

1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: LJ

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☒ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: **46-3329231**

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

PTA

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: _____
Dated: <u>01/22</u> , 20 <u>24</u>	Dated: <u>1/22/2024</u> , 20 <u> </u>
Signature: <u>A. Siam</u>	Signature: <u>L. Janklow</u>
Print Name: <u>Arlene Siam</u>	Print Name: <u>Linda Janklow</u>
Print Title: <u>Principal</u>	Print Title: <u>Peopleologie Founding Director/Educator</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract: _____	Review _____	Ratification _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: 2023-2024 Overnight and/or Out-of-State Field Trips Spring Dates

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

The following overnight and/or out-of-state field trips are planned for the spring of the 2023-2024 school year:

Graham- 6-8th Graders	2023 Annual Performing Arts Tour- Disneyland & Los Angeles, CA	March 22-25, 2024
Stevenson- 4th Graders	Marshall Gold State Historical Park in Coloma, CA	February 29, 2024-March 1, 2024 March 7-8, 2024 March 14-15, 2024

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees approve the 2023-2024 overnight and out-of-state field trips spring dates, as presented

Instruction

Board Policy No. 6020

Policy Adopted: November 1, 2007

Policy Reviewed: February 8, 2024

PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve parents/guardians and family members in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

Title I Schools

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood

educators, and parents/guardians and family members

2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement
5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Education Code:

5 CCR 18275, Child care and development programs; parent involvement and education

Ed. Code 11500-11505, Programs to encourage parent involvement

Ed. Code 48985, Notices to parents in language other than English

Ed. Code 51101, Parents Rights Act of 2002

Ed. Code 52060-52077, Local control and accountability plan

Ed. Code 54444.1-54444.2, Parent advisory councils; services to migrant children

Ed. Code 56190-56194, Community advisory committee; special education

Ed. Code 64001, School plan for student achievement; consolidated application programs

Lab. Code 230.8, Time off to visit child's school

Federal Code:

20 USC 6311, *State plan*

20 USC 6312, *Local educational agency plan*

20 USC 6314, *Schoolwide programs*

20 USC 6318, *Parent and family engagement*

20 USC 6631, *Teacher and school leader incentive program; purposes and definitions*

28 CFR 35.104, *Definitions, auxiliary aids and services*

28 CFR 35.160, *Effective communications for individuals with disabilities*

Management Resources

California Department of Education Publication, *Family Engagement Framework: A Tool for California School Districts*, 2014

California Department of Education Publication, *Title I School-Level Parental Involvement Policy*

U.S. Department of Education Publication, *Parental Involvement: Title I, Part A, Non-Regulatory Guidance*, April 23, 2004

Website, CSBA District and County Office of Education Legal Services

Website, California Department of Education, *Family, School, Community Partnerships*

Website, California Parent Center

Website, California State Parent Teacher Association

Website, CSBA

Website, National PTA

Website, *Parent Information and Resource Centers*

Website, *Parents as Teachers National Center*

Website, U.S. Department of Education

Cross References

000, *Vision*

0100, *Philosophy*

0400, *Comprehensive Plans*

0410, *Nondiscrimination In District Programs And Activities*

0420, *School Plans/Site Councils*

0420, *School Plans/Site Councils*

0430, *Comprehensive Local Plan For Special Education*

0430, *Comprehensive Local Plan For Special Education*

0450, *Comprehensive Safety Plan*

0450, *Comprehensive Safety Plan*

0460, *Local Control And Accountability Plan*

0460, *Local Control And Accountability Plan*

0470, *COVID-19 Mitigation Plan*

0500, *Accountability*

1000, *Concepts And Roles*

1100, *Communication With The Public*

1113, *District And School Websites*

1113, *District And School Websites*

1113-E(1), *District And School Websites*

1114, *District-Sponsored Social Media*

1114, *District-Sponsored Social Media*

1220, *Citizen Advisory Committees*

1220, *Citizen Advisory Committees*

1230, *School-Connected Organizations*

1230, *School-Connected Organizations*

1240, *Volunteer Assistance*

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

1240, Volunteer Assistance
1250, Visitors/Outsiders
1250, Visitors/Outsiders
1260, Educational Foundation
1400, Relations Between Other Governmental Agencies And The Schools
1700, Relations Between Private Industry And The Schools
2230, Representative And Deliberative Groups
3100, Budget
3100, Budget
3231, Impact Aid
3280, Sale Or Lease Of District-Owned Real Property
3280, Sale Or Lease Of District-Owned Real Property
4115, Evaluation/Supervision
4115, Evaluation/Supervision
4131, Staff Development
4215, Evaluation/Supervision
4231, Staff Development
4315, Evaluation/Supervision
4331, Staff Development
5020, Parent Rights And Responsibilities
5020, Parent Rights And Responsibilities
5030, Student Wellness
5113, Absences And Excuses
5113, Absences And Excuses
5113.1, Chronic Absence And Truancy
5113.1, Chronic Absence And Truancy
5121, Grades/Evaluation Of Student Achievement
5121, Grades/Evaluation Of Student Achievement
5123, Promotion/Acceleration/Retention
5123, Promotion/Acceleration/Retention
5141.22, Infectious Diseases
5141.22, Infectious Diseases
5142.2, Safe Routes To School Program
5142.2, Safe Routes To School Program
5145.6, Parent/Guardian Notifications
5145.6-E(1), Parent/Guardian Notifications
5148, Child Care And Development
5148, Child Care And Development
5148.2, Before/After School Programs
5148.2, Before/After School Programs
5148.3, Preschool/Early Childhood Education
5148.3, Preschool/Early Childhood Education
6000, Concepts And Roles
6011, Academic Standards
6120, Response To Instruction And Intervention
6142.6, Visual And Performing Arts Education
6142.8, Comprehensive Health Education
6142.8, Comprehensive Health Education
6145, Extracurricular And Cocurricular Activities
6145, Extracurricular And Cocurricular Activities

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

6146.11, *Alternative Credits Toward Graduation*
6146.11, *Alternative Credits Toward Graduation*
6154, *Homework/Makeup Work*
6161.1, *Selection And Evaluation Of Instructional Materials*
6161.1, *Selection And Evaluation Of Instructional Materials*
6161.1-E(1), *Selection And Evaluation Of Instructional Materials*
6162.5, *Student Assessment*
6162.51, *State Academic Achievement Tests*
6162.51, *State Academic Achievement Tests*
6164.5, *Student Success Teams*
6164.5, *Student Success Teams*
6170.1, *Transitional Kindergarten*
6171, *Title I Programs*
6171, *Title I Programs*
6172, *Gifted And Talented Student Program*
6172, *Gifted And Talented Student Program*
6173.1, *Education For Foster Youth*
6173.1, *Education For Foster Youth*
6173.2, *Education Of Children Of Military Families*
6173.2, *Education Of Children Of Military Families*
6173.4, *Education For American Indian Students*
6174, *Education For English Learners*
6174, *Education For English Learners*
6175, *Migrant Education Program*
6175, *Migrant Education Program*
6177, *Summer Learning Programs*
6178, *Career Technical Education*
6178, *Career Technical Education*
6178.1, *Work-Based Learning*
6178.1, *Work-Based Learning*
6184, *Continuation Education*
6184, *Continuation Education*
9200, *Limits Of Board Member Authority*
9310, *Board Policies*

Instruction

Board Policy No. 6020

Policy adopted: November 1, 2007

Last Revised: March 5, 2020

PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parental involvement in the education of **their** children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with ~~staff and~~ parents/guardians **and family members to jointly develop and agree upon policy and strategies to meaningfully involve** ~~meaningful opportunities at all grade levels for~~ parents/guardians **and family members to be involved** in district and school activities **at all grade levels**; advisory, decision-making and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The district's local control and accountability plan (**LCAP**) shall include goals and strategies for parent/guardian involvement **and family engagement**, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/**guardian and family engagement involvement** efforts, including, but not limited to, input from parents/guardians **and family members**, and school staff on the adequacy of parent involvement

opportunities and on barriers that may ~~inhibit prohibit parent/guardian~~ participation.

Instruction

BP 6020(b)

-

PARENT INVOLVEMENT

Title I Schools

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities **and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631**. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities ~~and shall ensure that priority is given to schools in high poverty areas in accordance with law.~~ (20 USC 6318; ~~6631~~)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement
5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502.
(Education Code 11504)

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Middle School Math Update

Estimated Time:

Person Responsible:

Cathy Baur
Chief Academic Officer

Swati Dagar
Director - Curriculum, Instruction, and Assessment

Background:

In alignment with Strategic Plan 2027, staff is providing the Board of Trustees with an update on Middle School Math.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Middle School Math Board Report	Backup Material	1/29/2024

Mountain View Whisman School District

Agenda Item for Board Meeting of February 8, 2024

Agenda Category: ConsentAgenda

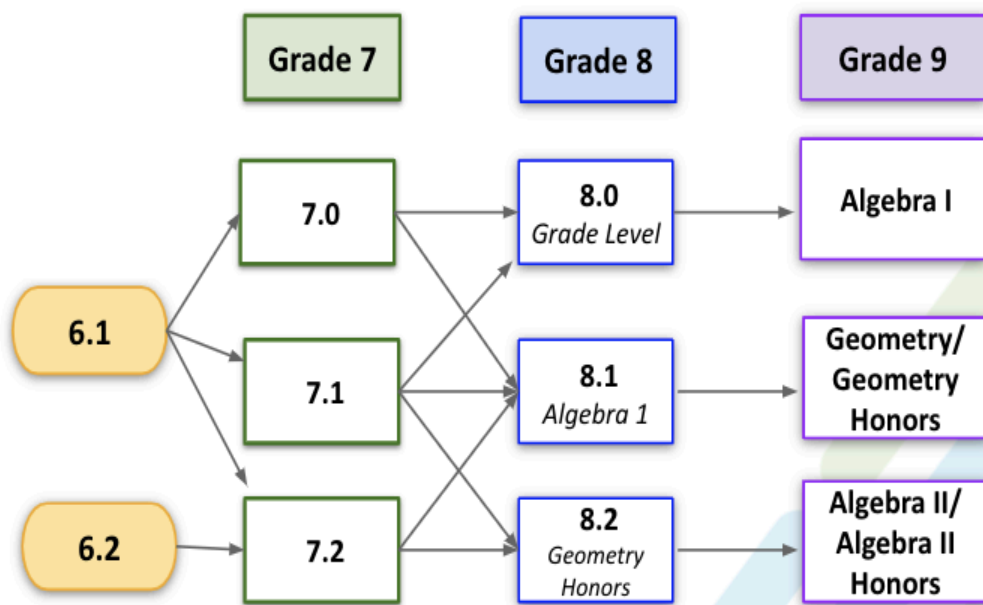
Agenda Item Title: Middle School Math Update

Person Responsible: Cathy Baur - Chief Academic Officer
Swati Dagar - Director Curriculum, Instruction, and Assessment

Background: MVWSD's work with middle school math is aligned with Strategic Plan 2027 Goal #1 - Providing effective and consistent instructional practices for all students and Initiative 1a.3 - Develop programs to increase opportunities for underrepresented students to reach high levels of success. Work in 2023-24 includes researching middle school math in surrounding districts including pathways and criteria for placement.

Aligned with the Common Core State Standards for Mathematics, MVWSD offers various math pathways at both our middle schools to meet the needs of all students. After the approval of the California New Mathematics Framework in July 2023, we wanted to provide the Board of Trustees with an update on next steps with middle school math at MVWSD.

At our middle schools, there are multiple pathways offered at each grade level. All students enter 6th grade on track to completing Algebra 1 in 8th grade and all pathways lead to enrollment in A-G courses in high school. Having the various pathways allows flexibility for students to move into or out of pathways based on data at the end of each year. The visual below shows the current MVWSD math pathways and their learning progression in getting students ready for high school mathematics.



Current MVWSD Math Placement Process: California Department of Education (CDE) recommends that school districts create a system for gathering evidence of a student's readiness for an accelerated pathway. Our middle school math placement decision is based on multiple student assessment data points including

- CAASPP Smarter Balanced Summative Assessments for math (SBAC for math), and
- End of year and beginning of year i-Ready Diagnostic Assessments for math

Preliminary middle school math placements are made at the end of the year based on i-Ready Diagnostic 3 assessment data and then, when the CAASPP scores and August i-Ready Diagnostic 1 assessment data is available in Fall, math placements are confirmed. Students have another opportunity to move placement based on their August i-Ready Diagnostic 1 assessment. Appropriate placement is important in making sure that the foundational skills in grades 6th-8th prepare students for success in Algebra and beyond. Response to Instruction (RTI) periods are available to students in any math pathway. RTI is aimed at improving students' academic outcomes by addressing their targeted needs. Although not all students have an RTI period.

California New Mathematics Framework and Review of Neighboring School Districts: In July 2023, the State Board of Education (SBE) adopted the *Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve (Mathematics Framework)*. While the Mathematics Framework does not provide explicit guidance to school districts on math pathways, it recognizes the diversity of student achievement and sets out ways to teach that ensure that all students receive appropriate support and challenge.

After the New Mathematics Framework was adopted and in alignment with Strategic Plan 2027 we reached out to our neighboring school districts and researched if they were implementing any changes to middle school math instruction and pathways. Research findings from the initial eight

school districts show that no changes are being made to their middle school math placement process in the light of the New Mathematics Framework being implemented.

Math Pathways Research Findings:

All school districts we researched offer grade level, accelerated, and/or advanced math pathways. Multiple measures for middle school math placement are currently being used across school districts that include standardized CAASPP state assessments, district based local assessments, as well as specific middle school math placement assessments. A few school districts also consider habits of mind as a criteria for middle school placement. Some other school districts consider student performance and grades through the school year as a placement criteria, in addition to the standardized assessments.

- *Sunnyvale School District* - Sunnyvale has a grade level pathway called ‘Common Core’ and then an accelerated ‘Compacted Common Core’ pathway for each of their middle school grade levels. The accelerated pathway covers 1.5 years of math content in one year.
- *San Jose Unified School District* - San Jose Unified offers grade level and accelerated math pathways for 6th, 7th and 8th grade students. The accelerated pathway at San Jose Unified is designed for 7th grade students to have the option of taking Algebra 1, if they show readiness for the advanced course.
- *Cupertino School District* - Cupertino changed their math pathway offerings in 2021. All 6th graders are placed in the same course - ‘Math Flex’. Students in this course that perform higher are provided extension work to prepare for advanced courses in 7th grade. Based on the end of 6th grade Diagnostic placements, 7th graders are offered the grade level pathway (Math 7), the accelerated pathway (Math 7+), or the advanced Math 7/8/Algebra 1 course. 8th graders at Cupertino middle schools have the option of either Math 8, Algebra 1, or Geometry course.
- *Palo Alto Unified School District* - Palo Alto also offers ‘Foundational Math’ and advanced courses. Based on the readiness assessment results, students are placed and then they can take the ‘Math Validation Process’ assessment if they would like to be placed in the advanced math course. Students in all middle school pathways can take the “Validation Process” assessment. Their middle school math program follows a compacted program where four years of math is covered in three years. Although the high school math program is a ‘choice program’.
- *Milpitas Unified School District* - Milpitas Unified offers ‘Traditional’, ‘Accelerated’, ‘Advanced’, and ‘Extension’ pathways for students at middle schools. The ‘Extension’ pathway allows students moving from 6th grade to take an ‘Accelerated’ Math 8 course or a Math 7 course and could take Pre-Calculus - AP Statistics in 9th grade.
- *Los Altos School District* - Los Altos offers math pathways similar to our district - 6th graders can take the grade level pathway or the accelerated pathway that covers 7th grade

math content as well. Students take Algebra 1, Geometry, Geometry Hons., or Algebra II as they transition to high school.

- *Fremont Unified School District* - Fremont offers grade level pathway “Course 1” for students in middle school as well as a “Math Essentials” course for 7th graders in addition to an accelerated “Course 2/3” The Course 1 pathway leads to students taking Algebra 1 in 9th grade and accelerated course 3 leads to students taking either Algebra 2-Trigonometry or Geometry in 9th grade.
- *Los Gatos School District* - Los Gatos offers 6th grade students the grade level ‘CC’ and the accelerated ‘CC+’ pathway. Students in 7th grade have the option to take the grade level pathway, the accelerated pathway, or the Algebra 1 course. Similarly, 8th graders can take the grade level pathway, Algebra 1, or Geometry course.

Current Work:

Appropriate math placement is critical for students because moving through concepts at a suitable pace is crucial to ensuring their long-term success in high school and college coursework. At MVWSD, we take very careful consideration when placing students and changes in placement for students who did not meet the criteria for advanced math pathways (.1 and .2) are unlikely. However, we incorporated a new Math Placement Appeal Process this year for families. Parents/Guardians complete the Math Appeals Form and submit it to the school office or email it to the school principal. A Math Placement Appeals Team composed of the parent(s), student, math department chair, counselor, and school and district administrators reviews the request and the decision is communicated to parents/guardians in writing within 48 hours.

The Math Appeals Process has been a success after its initial implementation in August/September 2023. We had 9 families across both middle schools that filled out the Math Placement Appeals Form interested in accelerating to a higher math pathway. After the Math Appeals Team meeting, not all families pursued their request. The students were appropriately placed after the Math Appeals Team review. The school staff - teachers and site administrators - did a check-in with the students and their families after Trimester 1 to make sure students continue to thrive academically.

Next Steps:

Based on the most recent i-Ready Diagnostic 2 results and seeing the progress students have made since the beginning of the school year, we have work to do with supporting students in the grade level and .1 math pathways across both our middle schools. We will be working with our middle school site administrators, the math Instructional Coach, and teachers on an instructional plan for students that involves focus on priority standards, review of essential concepts, and developing a plan for the upcoming months to prepare students for the next grade level.

We will continue our conversations with our neighboring school districts and keep our pulse on when publishers will have new math curriculum options available that are based on the *New Mathematics Framework*. Unfortunately, the delay in the adoption of the Mathematics

Framework will delay the District's ability to adopt new curriculum in 2024-25. New Curricula is not anticipated until sometime in early 2025. MVWSD will establish a Middle School Math Committee comprising of staff and stakeholders for the 2025-26 school year that will make recommendations to the Board on updates to the middle school math pathways and review and recommend the adoption of a new math curriculum based on what is available for school districts.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6159.1 Procedural Safeguards and Complaints for Special Education

Estimated Time:

Person Responsible:

Karin Jinbo, Director, Student Support Services and Special Education

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 6159.1 Procedural Safeguards and Complaints for Special Education has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 6159.1 Procedural Safeguards and Complaints for Special Education at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 6159.1 Procedural Safeguards for Complaints for Special Education	Backup Material	1/25/2024
REDLINED BP 6159.1 Procedural Safeguards for Complaints for Special Education	Backup Material	1/25/2024

Instruction

Board Policy No. 6159.1

Policy Adopted: June 17, 2010

Policy Reviewed: February 8, 2024

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

The Governing Board recognizes its obligation to provide a free appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child. Parents/guardians of students with disabilities shall receive written notice of their rights under the federal Individuals with Disabilities Education Act.

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code

5 CCR 3000-3100 Regulations governing special education

5 CCR 3080-3089 Procedural safeguards

5 CCR 3200-3205 Special education compliance complaints

Education Code

Ed. Code 56000 Special education; legislative findings and declarations

Ed. Code 56001 Provision of the special education programs

Ed. Code 56020-56035 Definitions

Ed. Code 56195.7 Written agreements

Ed. Code 56195.8 Adoption of policies

Ed. Code 56300-56385 Identification and referral; assessment, instructional planning

Ed. Code 56360-56369 Implementation of special education

Ed. Code 56440-56447.1 Programs for individuals between the ages of three and five years

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
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Ed. Code 56500-56509 Procedural safeguards

Ed. Code 56600-56606 Evaluation, audits and information

Federal Code

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act

29 USC 794 Rehabilitation Act of 1973; Section 504

34 CFR 104.36 Procedural safeguards

34 CFR 300.1-300.818 Assistance to states for the education of students with disabilities

34 CFR 300.150-300.153 State compliance complaints

34 CFR 300.500-300.520 Procedural safeguards and due process for parents and students

34 CFR 99.10-99.22 Inspection, review and procedures for amending education records

42 USC 11434 Homeless assistance

Management Resources

Court Decision Winkelman v. Parma City School District, (2007) 550 U.S. 516

Website CSBA District and County Office of Education Legal Services

Website Office of Administrative Hearings, Special Education Division

Website California Department of Education, Special Education

Website U.S. Department of Education, Office of Special Education Programs

Cross References

0430 COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

0430 COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

0470 COVID-19 MITIGATION PLAN

1312.3 UNIFORM COMPLAINT PROCEDURES

1312.3 UNIFORM COMPLAINT PROCEDURES

1312.3-E(1) UNIFORM COMPLAINT PROCEDURES

1312.3-E(2) UNIFORM COMPLAINT PROCEDURES

3523 ELECTRONIC SIGNATURES

3523 ELECTRONIC SIGNATURES

5125 STUDENT RECORDS

5125 STUDENT RECORDS

5144.2 SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES)

5145.6 PARENT/GUARDIAN NOTIFICATIONS

5145.6-E(1) PARENT/GUARDIAN NOTIFICATIONS

6146.4 DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES

6159 INDIVIDUALIZED EDUCATION PROGRAM

6159 INDIVIDUALIZED EDUCATION PROGRAM

6159.2 NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

6159.2 NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

6159.3 APPOINTMENT OF SURROGATE PARENT FOR SPECIAL EDUCATION STUDENTS

6159.3 APPOINTMENT OF SURROGATE PARENT FOR SPECIAL EDUCATION STUDENTS

6159.4 BEHAVIORAL INTERVENTIONS FOR SPECIAL EDUCATION STUDENTS

6164.4 IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

6164.4 IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

6164.41 CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

6164.41 CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

6164.6 IDENTIFICATION AND EDUCATION UNDER SECTION 504

6164.6 IDENTIFICATION AND EDUCATION UNDER SECTION 504

6173 EDUCATION FOR HOMELESS CHILDREN

6173 EDUCATION FOR HOMELESS CHILDREN

6173-E(1) EDUCATION FOR HOMELESS CHILDREN

6173-E(2) EDUCATION FOR HOMELESS CHILDREN

9000 ROLE OF THE BOARD

9200 LIMITS OF BOARD MEMBER AUTHORITY

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

The Governing Board ~~desires~~ recognizes its obligation to ~~protect the rights of~~ provide a free appropriate public education (FAPE) to students with disabilities ~~in accordance with the procedural safeguards as set forth in state and federal law.~~ to uphold the rights of parents/guardians to be involved in educational decisions regarding their child. Parents/guardians of students with disabilities shall receive written notice of their rights, ~~in accordance with law, Board policy and Administrative Regulation.~~

~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with~~ under the federal Individuals with Disabilities))

~~(cf. 5145.6 – Parental Notifications)~~

~~(cf. 6159 – Individualized Education Program)~~

~~(cf. 6159.2 – Nonpublic Nonsectarian School and Agency Services for Special Education Students)~~

~~(cf. 6159.3 – Appointment of Surrogate Parent for Special Education Students)~~

~~(cf. 6164.4 – Identification and Evaluation Act.~~

Whenever there is a dispute between the district and the parent/guardian of ~~Individuals for Special Education)~~ a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process ~~hearings~~ hearing conducted with regard to district students and shall ~~provide~~ inform the ~~Governing~~ Board ~~with~~ about the ~~results~~ result of the hearing.

Complaints for Special Education

~~The Superintendent or designee shall address a~~

~~Any complaint concerning compliance with state or federal law regarding special education in accordance with alleging the district's uniform complaint procedures.~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education

Estimated Time:

Person Responsible: Karin Jinbo, Director, Student Support Services and Special Education

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education	Backup Material	1/25/2024
REDLINED BP 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education	Backup Material	1/25/2024

Instruction

Board Policy No. 6159.2

Policy Adopted: March 20, 2000

Policy Reviewed: February 8, 2024

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student with a disability shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Legal References

State Code,

5 CCR 3001, Definitions

5 CCR 3051-3051.24, Special education; standards for related services and staff qualifications

5 CCR 3060-3070, Nonpublic, nonsectarian school and agency services

Education Code,

Ed. Code 56034-56035, Definitions of nonpublic, nonsectarian school and agency

Ed. Code 56042, Placement not to be recommended by attorney or advocate with conflict of interest

Ed. Code 56101, Waivers

Ed. Code 56163, Certification

Ed. Code 56168, Responsibility for education of student in hospital or health facility school

Ed. Code 56195.8, Adoption of policies

Ed. Code 56342.1, Individualized education program; placement

Ed. Code 56360-56369, Implementation of special education

Ed. Code 56711, Computation of state aid

Ed. Code 56740-56743, Apportionments and reports

Ed. Code 56760, Annual budget plan; service proportions

Ed. Code 56775.5, Reimbursement of assessment and identification costs

Ed. Code 56836.20-56836.21, Special education funding; SELPA contracts with nonpublic nonsectarian schools

Fam. Code 7911-7912, Interstate compact on placement of children

Gov. Code 7570-7587, Interagency responsibilities for providing services to children with disabilities

Gov. Code 7572.55, Seriously emotionally disturbed child; out-of-state placement

W&I Code 362.2, Out-of-home placement for IEP

W&I Code 727.1, Out-of-state placement of wards of court

Federal Code,

20 USC 1400-1487, Individuals with Disabilities Education Act

34 CFR 300.129-300.148, Children with disabilities in private schools

Management Resources,

Court Decision, *Agostini v. Felton* (1997) 521 U.S. 203, 117 S.Ct. 1997

Website, CSBA District and County Office of Education Legal Services

Website, U.S. Department of Education, Office of Special Education and Rehabilitative Services

Website, California Department of Education

Cross References,

0430, Comprehensive Local Plan For Special Education

0430, Comprehensive Local Plan For Special Education

0500, Accountability

1312.3, Uniform Complaint Procedures

1312.3, Uniform Complaint Procedures

1312.3-E(1), Uniform Complaint Procedures

1312.3-E(2), Uniform Complaint Procedures

1431, Waivers

3541.2, Transportation For Students With Disabilities

3580, District Records

3580, District Records

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

4112.23, *Special Education Staff*
5125, *Student Records*
5125, *Student Records*
6146.1, *High School Graduation Requirements*
6146.3, *Reciprocity Of Academic Credit*
6146.3, *Reciprocity Of Academic Credit*
6146.4, *Differential Graduation And Competency Standards For Students With Disabilities*
6159, *Individualized Education Program*
6159, *Individualized Education Program*
6159.1, *Procedural Safeguards And Complaints For Special Education*
6159.1, *Procedural Safeguards And Complaints For Special Education*
6159.3, *Appointment Of Surrogate Parent For Special Education Students*
6159.3, *Appointment Of Surrogate Parent For Special Education Students*
6162.51, *State Academic Achievement Tests*
6162.51, *State Academic Achievement Tests*
6164.4, *Identification And Evaluation Of Individuals For Special Education*
6164.4, *Identification And Evaluation Of Individuals For Special Education*
6173.1, *Education For Foster Youth*
6173.1, *Education For Foster Youth*
6173.2, *Education Of Children Of Military Families*
6173.2, *Education Of Children Of Military Families*

Instruction

Board Policy No. 6159.2

Policy Adopted: March 20, 2000

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

~~The Governing Board may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program is not available.~~

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student with a disability shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6164.4 Identification of Individuals for Special Education

Estimated Time:

Person Responsible: Karin Jinbo, Director, Student Support Services and Special Education

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 6164.4 Identification of Individuals for Special Education has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 6164.4 Identification of Individuals for Special Education at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 6164.4 Identification of Individuals for Special Education	Backup Material	1/25/2024
REDLINED BP 6164.4 Identification of Individuals for Special Education	Backup Material	1/25/2024

Instruction

Board Policy No. 6164.4

Policy adopted: May 19, 2011

Policy Reviewed: February 8, 2024

IDENTIFICATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to eighth grade within the district, who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 – Comprehensive Local Plan for Special Education)

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, assessment, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and other members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for special education services. (Education Code 56301)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Legal Reference:

State Code

5 CCR 3021-3029 Identification, referral and assessment

5 CCR 3030-3031 Eligibility criteria

Education Code

Ed. Code 44265.5 Professional preparation for teachers of impaired students

Ed. Code 56000-56885 Special education programs

Ed. Code 56043 Special education; timelines

Ed. Code 56195.8 Adoption of policies

Ed. Code 56300-56305 Identification of individuals with disabilities

Ed. Code 56320-56330 Assessment

Ed. Code 56333-56338 Eligibility for specific learning disabilities

Ed. Code 56340-56347 Individualized education program teams

Ed. Code 56381 Reassessment of students
Ed. Code 56425-56432 Early education for individuals with disabilities
Ed. Code 56441.11 Eligibility criteria; children ages 3-5
Ed. Code 56445 Transition to grade school; reassessment
Ed. Code 56500-56509 Procedural safeguards
Gov. Code 95000-95029.5 California Early Intervention Services Act

Federal Code:

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482 Individuals with Disabilities Education Act
20 USC 1412 State eligibility
20 USC 1415 Procedural safeguards
34 CFR 104.35 Evaluation and placement
34 CFR 104.36 Procedural safeguards
34 CFR 300.1-300.818 Individuals with Disabilities Education Act
34 CFR 300.301-300.306 Evaluations and reevaluations
34 CFR 300.323 When IEPs must be in effect
34 CFR 300.502 Independent educational evaluation of student with disability
34 CFR 303.1-303.734 Early Intervention Program for Infants and Toddlers with Disabilities

Management Resources

California Department of Education Publication California Practitioners' Guide for Educating English Learners with Disabilities, 2019
Court Decision N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202
Court Decision Compton Unified School District v. Addison (9th Cir. 2010) 598 F.3d 1181
Court Decision Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
Court Decision M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Court Decision Hood v. Encinitas Union School District (2007) 486 F.3d 1099
Federal Register Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department Of Education Publication Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
U.S. Department Of Education Publication Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
U.S. Department of Education Publication A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
Website CSBA District and County Office of Education Legal Services
Website California Department of Education, Special Education
Website U.S. Department of Education, Office of Special Education Programs
Website CSBA

Cross References

0410 Nondiscrimination In District Programs And Activities
0430 Comprehensive Local Plan For Special Education
0430 Comprehensive Local Plan For Special Education
0460 Local Control And Accountability Plan
0460 Local Control And Accountability Plan
0470 COVID-19 Mitigation Plan
1312.3 Uniform Complaint Procedures
1312.3 Uniform Complaint Procedures
1312.3-E(1) Uniform Complaint Procedures
1312.3-E(2) Uniform Complaint Procedures
3541.2 Transportation For Students With Disabilities

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
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3552 Summer Meal Program
3552 Summer Meal Program
4112.23 Special Education Staff
5144.2 Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6 Parent/Guardian Notifications
5145.6-E(1) Parent/Guardian Notifications
5148 Child Care And Development
5148 Child Care And Development
5148.3 Preschool/Early Childhood Education
5148.3 Preschool/Early Childhood Education
6120 Response To Instruction And Intervention
6146.4 Differential Graduation And Competency Standards For Students With Disabilities
6159 Individualized Education Program
6159 Individualized Education Program
6159.1 Procedural Safeguards And Complaints For Special Education
6159.1 Procedural Safeguards And Complaints For Special Education
6159.2 Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2 Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3 Appointment Of Surrogate Parent For Special Education Students
6159.3 Appointment Of Surrogate Parent For Special Education Students
6162.5 Student Assessment
6162.51 State Academic Achievement Tests
6162.51 State Academic Achievement Tests
6163.2 Animals At School
6163.2 Animals At School
6164.41 Children With Disabilities Enrolled By Their Parents In Private School
6164.41 Children With Disabilities Enrolled By Their Parents In Private School
6164.5 Student Success Teams
6164.5 Student Success Teams
6164.6 Identification And Education Under Section 504
6164.6 Identification And Education Under Section 504
6173.1 Education For Foster Youth
6173.1 Education For Foster Youth
6173.2 Education Of Children Of Military Families
6173.2 Education Of Children Of Military Families
6183 Home And Hospital Instruction

Instruction

Board Policy No. 6164.4

Policy adopted: May 19, 2011

Policy Reviewed: February 8, 2024

IDENTIFICATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to eighth grade age within the district, who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, assessment, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)
~~The Superintendent or designee shall develop processes to determine when an individual is eligible for special education services and shall establish systematic procedures for special education program identification, screening, referral, assessment, planning, implementation, review and triennial assessment.~~ (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and other members of the public, and
~~The Superintendent or designee shall establish a method whereby parents/guardians, teachers, appropriate professionals and others may refer an individual for assessment for special education services.~~ Identification procedures shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians in writing of their rights related to identification, referral, assessment, instructional planning, implementation and review, including the

right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for the district's procedures for initiating a referral for assessment to identify individuals who need special education services. (Education Code 56301)

~~(cf. 1312.3—Uniform Complaint Procedures)~~

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

~~(cf. 6159—Individualized Education Program (IEP))~~

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

~~(cf. 6159.3—Appointment of Surrogate Parent for Special Education Students)~~

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 5131.2 Bullying

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 5131.2 Bullying has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 5131.2 Bullying at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 5131.2 Bullying	Backup Material	1/26/2024
REDLINED BP 5131.2 Bullying	Backup Material	1/26/2024

Students

Board Policy No. 5131.2

Policy Adopted: November 16, 2023

Policy Reviewed: February 8, 2023

BULLYING

This policy shall apply to all acts constituting bullying related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a welcoming, safe, and supportive school environment that protects students from physical, mental, and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, 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.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of 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.

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.

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 Administrative Regulation 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.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

District families are encouraged to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying.

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

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code

5 CCR 4600-4670, Uniform complaint procedures

Bus. and Prof. Code 22589-22589.4, Cyberbullying Protection Act

Education Code

Ed. Code 200-262.4, Prohibition of discrimination

Ed. Code 32280-32289.5, School safety plans

Ed. Code 35181, Governing board authority to set policy on responsibilities of students

Ed. Code 35291-35291.5, School discipline rules

Ed. Code 46600, Student transfers

Ed. Code 48900-48925, Suspension and expulsion

Ed. Code 48985, Notices to parents in language other than English

Ed. Code 52060-52077, Local control and accountability plan

Pen. Code 422.55, Definition of hate crime

Pen. Code 647, Use of camera or other instrument to invade person's privacy; misdemeanor

Pen. Code 647.7, Use of camera or other instrument to invade person's privacy; punishment

Pen. Code 653.2, Electronic communication devices; threats to safety

Federal, Description

28 CFR 35.107, Nondiscrimination on basis of disability; complaints

34 CFR 104.7, Section 504; Designation of responsible employee and adoption of grievances procedures

34 CFR 106.8, Designation of coordinator; dissemination of policy, and adoption of grievance procedures

34 CFR 110.25, Notification of nondiscrimination on the basis of age

47 USC 254, Universal service discounts (E-rate)

Management Resources, Description

CA Office of the Attorney General Publication, Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

California Department of Education Publication, Social and Emotional Learning in California: A Guide to Resources, October 2018

California Department of Education Publication, Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

California Department of Education Publication, Bullying at School, 2003

California Department of Education Publication, Online Bullying Training Module and Bullying Module

California Department of Education Publication, California's Social and Emotional Learning: Guiding Principles, 2018

Court Decision, J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Court Decision, Lavine v. Blaine School District, (2002) 279 F.3d 719

Court Decision, Wynar v. Douglas County School District, (2013) 728 F.3d 1062

CSBA Publication, Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

CSBA Publication, School Safety: Bullying and Cyberbullying, Policy Brief, October 2023

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

CSBA Publication, Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

CSBA Publication, Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
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CSBA Publication, Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

CSBA Publication, Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022

U.S. DOE Office for Civil Rights Publication, Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

U.S. DOE Publication, Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+ Students, June 2023

U.S. DOE, Office for Civil Rights Publication, Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023

U.S. DOE, Office for Civil Rights Publication, Dear Colleague Letter: Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics, November 2023

U.S. DOE, Office for Civil Rights Publication, Dear Colleague Letter: Harassment and Bullying, October 2010

US Department of Health and Human Services, Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory, 2023

US Dept of Health and Human Services Publication, Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Health Effects of Social Connection and the Community, 2023

Website, U.S. Department of Health and Human Services, Stop Bullying

Website, CSBA District and County Office of Education Legal Services

Website, National School Safety Center

Website, Partnership for Children and Youth

Website, Center on Great Teachers and Leaders

Website, Collaborative for Academic Social and Emotional Learning

Website, Common Sense Media

Website, California Department of Education, Safe Schools

Website, California Office of the Attorney General

Website, CSBA

Website, U.S. Department of Education

Cross References

0100, Philosophy

0410, Nondiscrimination In District Programs And Activities

0440, District Technology Plan

0440, District Technology Plan

0450, Comprehensive Safety Plan

0450, Comprehensive Safety Plan

0470, COVID-19 Mitigation Plan

1113, District And School Websites

1113, District And School Websites

1113-E(1), District And School Websites

1313, Civility

3515, Campus Security

3515, Campus Security

4131, Staff Development

4219.21, Professional Standards

4219.21-E(1), Professional Standards

4231, Staff Development

4319.21, Professional Standards

4319.21-E(1), Professional Standards

5030, Student Wellness

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

5113.1, *Chronic Absence And Truancy*
5113.1, *Chronic Absence And Truancy*
5113.12, *District School Attendance Review Board*
5113.12, *District School Attendance Review Board*
5116.1, *Intradistrict Open Enrollment*
5116.1, *Intradistrict Open Enrollment*
5116.2, *Involuntary Student Transfers*
5117, *Interdistrict Attendance*
5117, *Interdistrict Attendance*
5125, *Student Records*
5125, *Student Records*
5131, *Conduct*
5131.8, *Mobile Communication Devices*
5136, *Gangs*
5136, *Gangs*
5137, *Positive School Climate*
5138, *Conflict Resolution/Peer Mediation*
5141.27, *Food Allergies/Special Dietary Needs*
5141.27, *Food Allergies/Special Dietary Needs*
5141.5, *Mental Health*
5141.52, *Suicide Prevention*
5141.52, *Suicide Prevention*
5144, *Discipline*
5144, *Discipline*
5144.1, *Suspension And Expulsion/Due Process*
5144.1, *Suspension And Expulsion/Due Process*
5144.2, *Suspension And Expulsion/Due Process (Students With Disabilities)*
5144.4, *Required Parental Attendance*
5144.4, *Required Parental Attendance*
5145.12, *Search And Seizure*
5145.12, *Search And Seizure*
5145.2, *Freedom Of Speech/Expression*
5145.2, *Freedom Of Speech/Expression*
5145.3, *Nondiscrimination/Harassment*
5145.3, *Nondiscrimination/Harassment*
5145.7, *Sexual Harassment*
5145.7, *Sexual Harassment*
5145.9, *Hate-Motivated Behavior*
6142.8, *Comprehensive Health Education*
6142.8, *Comprehensive Health Education*
6144, *Controversial Issues*
6163.4, *Student Use Of Technology*
6163.4-E(1), *Student Use Of Technology*
6164.2, *Guidance/Counseling Services*
6173.1, *Education For Foster Youth*
6173.1, *Education For Foster Youth*
6184, *Continuation Education*
6184, *Continuation Education*

Students

Board Policy No. 5131.2

Policy Adopted: November 16, 2023

BULLYING

~~The~~

This policy shall apply to all acts constituting bullying related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a welcoming, safe, and supportive school ~~environments~~environment that ~~protect~~protects students from physical, mental, 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, 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.

~~(cf. 5131—Conduct)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation. [1]~~

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff.

~~Such strategies shall be~~ 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.

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.

~~(cf. 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. [1]~~

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~~Administrative Regulation 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.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

Discipline

District families are encouraged to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying.

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. 5144—Discipline)~~

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~

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

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 5144.1 Suspensions and Expulsions/Due Process

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 5144.1 Suspensions and Expulsions/Due Process has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 5144.1 Suspensions and Expulsions/Due Process at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 5144.1 Suspensions and Expulsions_Due Process	Backup Material	1/26/2024
REDLINED BP 5144.1 Suspensions and Expulsions_Due Process	Backup Material	1/26/2024

Students

Board Policy No. 5144.1

Policy Adopted: February 5, 2015

Policy Reviewed: February 8, 2024

SUSPENSIONS AND EXPULSIONS/DUE PROCESS

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

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

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

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in Items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

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

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

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

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

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

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

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

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

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

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

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

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

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

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

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code

Civ. Code 47, Privileged communication

Civ. Code 48.8, Defamation liability

Code of Civil Procedure 1985-1997, Production of evidence; means of production

Education Code

Ed. Code 17292.5, Program for expelled students; facilities

Ed. Code 1981-1983, Enrollment of students in community school

Ed. Code 212.5, Sexual harassment

Ed. Code 233, Hate violence

Ed. Code 32260-32262, Interagency School Safety Demonstration Act of 1985

Ed. Code 35145, Open board meetings

Ed. Code 35146, Closed sessions regarding suspensions

Ed. Code 35291, Rules for government and discipline of schools

Ed. Code 35291.5, Rules and procedures on school discipline

Ed. Code 48645.5, Former juvenile court school students; enrollment

Ed. Code 48660-48666, Community day schools

Ed. Code 48853-48853.5, Foster youth

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Ed. Code 48900-48927, Suspension and expulsion
Ed. Code 48950, Speech and other communication
Ed. Code 48980, Parent/Guardian notifications
Ed. Code 49073-49079, Privacy of student records
Ed. Code 52052, Numerically significant student subgroups
Ed. Code 52060-52077, Local control and accountability plan
Ed. Code 64000-64001, Consolidated application
Ed. Code 8489-8489.1, Prohibition against expulsion of preschool student

Government Code

Gov. Code 11455.20, Informal hearing procedures
Gov. Code 54950-54963, The Ralph M. Brown Act
H&S Code 11014.5, Drug paraphernalia
H&S Code 11053-11059, Controlled substances; standards and schedules
Lab. Code 230.7, Employee time off to appear in school on behalf of a child
Pen. Code 240, Assault defined
Pen. Code 241.2, Assault fines
Pen. Code 242, Battery defined
Pen. Code 243.2, Battery on school property
Pen. Code 243.4, Sexual battery
Pen. Code 245, Assault with deadly weapon
Pen. Code 245.6, Hazing
Pen. Code 261, Rape defined
Pen. Code 266c, Unlawful sexual intercourse
Pen. Code 286, Sodomy defined
Pen. Code 287, Oral Copulation
Pen. Code 288, Lewd or lascivious acts with child under age 14
Pen. Code 289, Penetration of genital or anal openings
Pen. Code 31, Principal of a crime; defined
Pen. Code 417.27, Laser pointers
Pen. Code 422.55, Definition of hate crime
Pen. Code 422.6, Crimes; harassment
Pen. Code 422.7, Aggravating factors for punishment
Pen. Code 422.75, Enhanced penalties for hate crimes
Pen. Code 626.10, Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2, Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9, Gun-Free School Zone Act of 1995
Pen. Code 868.5, Supporting person; attendance during testimony of witness
W&I Code 224.1, Indian child; definition
W&I Code 729.6, Counseling

Federal Code

18 USC 921, Definitions; firearms and ammunition
20 USC 1415(K), Students with disabilities; placement in alternative educational setting
20 USC 7961, Gun-Free Schools Act
42 USC 11431-11435, Education of homeless children and youths

Management Resources

Attorney General Opinion, 80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion, 80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion, 80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion, 84 Ops.Cal.Atty.Gen. 146 (2001)

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Court Decision, Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision, Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Court Decision, Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807
Court Decision, John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision, T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision, Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE, Office for Civil Rights Publication, Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website, CSBA District and County Office of Education Legal Services
Website, U.S. Department of Education, Office of Safe and Healthy Students
Website, California Attorney General's Office
Website, California Department of Education
Website, CSBA
Website, U.S. Department of Education, Office for Civil Rights

Cross References

0450, Comprehensive Safety Plan
0450, Comprehensive Safety Plan
0460, Local Control And Accountability Plan
0460, Local Control And Accountability Plan
1114, District-Sponsored Social Media
1114, District-Sponsored Social Media
1312.3, Uniform Complaint Procedures
1312.3, Uniform Complaint Procedures
1312.3-E(1), Uniform Complaint Procedures
1312.3-E(2), Uniform Complaint Procedures
1313, Civility
3513.3, Tobacco-Free Schools
3513.3, Tobacco-Free Schools
3513.4, Drug And Alcohol Free Schools
3515, Campus Security
3515, Campus Security
3515.21, Unmanned Aircraft Systems (Drones)
3515.3, District Police/Security Department
3515.3, District Police/Security Department
3515.31, School Resource Officers
3515.4, Recovery For Property Loss Or Damage
3515.4, Recovery For Property Loss Or Damage
3516.2, Bomb Threats
4158, Employee Security
4158, Employee Security
4258, Employee Security
4258, Employee Security
4358, Employee Security
4358, Employee Security
5000, Concepts And Roles
5112.1, Exemptions From Attendance
5112.1, Exemptions From Attendance
5112.5, Open/Closed Campus

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5113, Absences And Excuses
5113.1, Chronic Absence And Truancy
5113.1, Chronic Absence And Truancy
5113.11, Attendance Supervision
5116.2, Involuntary Student Transfers
5117, Interdistrict Attendance
5117, Interdistrict Attendance
5119, Students Expelled From Other Districts
5125, Student Records
5125, Student Records
5125.2, Withholding Grades, Diploma Or Transcripts
5131, Conduct
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5144, Discipline
5144, Discipline
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5144.4, Required Parental Attendance
5144.4, Required Parental Attendance
5145.12, Search And Seizure
5145.12, Search And Seizure
5145.2, Freedom Of Speech/Expression
5145.2, Freedom Of Speech/Expression
5145.3, Nondiscrimination/Harassment
5145.3, Nondiscrimination/Harassment
5145.6, Parent/Guardian Notifications
5145.6-E(1), Parent/Guardian Notifications
5145.7, Sexual Harassment
5145.7, Sexual Harassment
5145.71, Title IX Sexual Harassment Complaint Procedures
5145.71-E(1), Title IX Sexual Harassment Complaint Procedures
5145.9, Hate-Motivated Behavior

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5148.3, Preschool/Early Childhood Education
5148.3, Preschool/Early Childhood Education
6145, Extracurricular And Cocurricular Activities
6145, Extracurricular And Cocurricular Activities
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6145.2, Athletic Competition
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6153, School-Sponsored Trips
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6173.1, Education For Foster Youth
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6184, Continuation Education
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9322, Agenda/Meeting Materials

Students

Board Policy No. 5144.1

Policy Adopted: February 5, 2015

SUSPENSION AND EXPULSION/DUE PROCESS

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

~~(cf. 5144 -- Discipline)~~

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

~~Zero Tolerance~~

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

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

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

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

Appropriate Use of Suspension and Expulsion Authority

Except when a student's ~~commits an act that violates Education Code 48900(a)-(e), as~~ listed in Items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulations or when the student's ~~his/her~~ presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

~~Except when a student commits an act listed in Education Code 48915(c), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.~~

~~(cf. 5131.7 – Weapons and Dangerous Instruments)~~

~~To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 – Discipline. (Education Code 48900.5, 48900.6)~~

~~(cf. 5144 – Discipline)~~

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

~~(cf. 5113 – Absences and Excuses)~~

~~(cf. 5113.1 – Chronic Absence and Truancy)~~

~~District staff shall not suspend any student for disruption or willful defiance, unless the suspension is warranted by documented repetitive behavior of the student or the disruption or willful defiance occurred in conjunction with another violation for which the student may be suspended.~~

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

No student in grades K-8 may be suspended for disruptions or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

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

Due Process

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

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

Removal from Class by a Teacher and Parental Attendance

~~When suspending a student from class for committing an obscene act, habitual profanity or vulgarity, disrupting school activities or otherwise willfully defying valid staff authority, the teacher of the class may require that any student's parent/guardian who lives with the student to attend a portion of a school the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)~~

~~Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.~~

~~Any teacher requiring parental attendance pursuant to shall apply the policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1)~~

~~When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law and that, if there are reasonable factors that may prevent the parent/guardian from complying with the requirement, he/she should contact the schools. (Education Code 48900.1)~~

~~A parent/guardian who has received a written notice shall attend class as specific in the notice. After completing the classroom visit and before leaving the school premises, the parent/guardian also shall meet with the principal or designee. At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.~~

~~When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by any method that maintains the confidentiality of the student's records.~~

~~District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implantation. (Education Code 48900.1)~~

~~**Supervised Suspension Classroom**~~

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

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

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

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

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

The Board may vote to suspend the enforcement of the expulsion order pursuant to the

requirements of law and the accompanying administrative regulation. (Education Code 48917)

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

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

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

~~Decision Not to Enforce Expulsion Order~~

~~Upon voting to expel a student, the Board may suspend the enforcement of the expulsion order pursuant to the requirements of law.~~

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the maintain outcome data which the district is required to collect pursuant to related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. The report shall be disaggregated For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Bylaw 9322 Agenda/Meeting Materials

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

The District is in the process of updating Board policies at the recommendation of the California School Board Association, Board Bylaw 9322 Meeting Conduct has been updated to reflect those recommendations.

Fiscal Implication:

Recommended Action:

It is recommended that the Board of Trustees approve Board Bylaw 9322, Meeting Conduct at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BB 9322 Agenda/Meeting Materials	Backup Material	1/22/2024
REDLINED BB 9322 Agenda/Meeting Materials	Backup Material	1/22/2024

Bylaws of the Board

Board Bylaw No. 9322(a)

Adopted February 4, 2021

Revised January 25, 2024

AGENDA/MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and place and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session.

(Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda for a regular meeting shall also provide members of the public an opportunity to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5, Government Code 54954.3)

The agenda does not need to provide an opportunity for public comment on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting, as well as the procedure for receiving and resolving such requests as required by law. (Government Code 54954.2, 54953)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents have been distributed to the Board less than 72 hours before the meeting. (Government Code 54956.9, 54957.5)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least ten (10) days before the scheduled meeting date. Items submitted less than ten (10) days before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall

determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation, and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action during a Board meeting to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a separate agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

AGENDA/MEETING MATERIALS

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report;

minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Agenda and related materials distributed to the Board shall be made available to the public upon request without delay. However, only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting or which contain a claim or written threat of litigation which will be discussed in closed session shall be made available to the public. (Government Code 54956.9, 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda to the Board of Trustees webpage (link found on the homepage of the district website). The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a writing which relates to an open session agenda item or which contains a claim or written threat of litigation which will be discussed in closed session during a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the writing available for public inspection at a designated location at the

same time the document is distributed to all or a majority of the Board. However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)

1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting
2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The district lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours but not less than 24 hours before the relevant Board meeting

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA.

(Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Bylaws of the Board

Board Bylaw No. 9322(a)

Adopted February 4, 2021

Revised ~~date December 8, 2022~~

AGENDA/MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and place and shall briefly describe each ~~business~~ item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

~~(cf. 9320 – Meetings and Notices)~~

~~(cf. 9321 – Closed Session Purposes and Agendas)~~

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda ~~for a regular meeting~~ shall also provide members of the public an opportunity ~~to to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.~~ (Education Code 35145.5, Government Code 54954.3)

~~The agenda does not need to provide an opportunity for public comment on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)~~

~~The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an~~

emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting, as well as the procedure for receiving and resolving such requests as required by law. (Government Code 54954.2, 54953)

~~The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 25145.5; Government Code 54954.3)~~

~~¶~~

~~(cf. 9323 – Meeting Conduct)~~

Each ~~meeting~~ agenda **for a regular meeting** shall list the address designated by the Superintendent or designee for public inspections of ~~agenda~~ documents **related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents that have** been distributed to the Board less than 72 hours before the meeting. (Government Code 54956.9, 54957.5)

~~¶~~

~~The agenda shall specify that an individual should contact the Superintendent or designee if her/she requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting.~~

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall

be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least ten (10) days before the scheduled meeting date. Items submitted less than ten (10) days before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation, and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action **during a Board meeting** to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a separate agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

AGENDA/MEETING MATERIALS

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

~~(cf. 1312.3 – Uniform Complaint Procedures)¶¶~~

~~(cf. 5144.1 – Suspension and Expulsion/ Due Process) (cf. 9323.2 – Actions by the Board)~~

~~Consent Agenda/Calendar~~¶¶

~~¶¶~~

~~In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items are items of a routine nature or items for which Board discussion is not anticipated and for which the Superintendent recommends approval.¶¶~~

~~¶¶~~

~~Bylaws of the Board BB 9322(c)~~

~~AGENDA/MEETING MATERIALS~~¶¶

~~¶¶~~

~~When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.~~

~~**Agenda Dissemination to Board Members¶¶**~~

~~¶¶
At least three days before each regular meeting each Board member shall be provided with a copy of the agenda and agenda packet including the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens and others, and other available documents pertinent to the meeting.¶¶~~

~~¶¶
When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and support materials to Board members as soon as possible before the meeting.¶¶~~

~~¶¶
Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items, or express any related concerns.¶¶~~

~~However, a majority of Board members shall not directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.~~

~~**Agenda Dissemination to Members of the Public¶¶**~~

~~¶¶
The Superintendent or designee shall mail or email a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed or emailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)~~

Agenda Dissemination to Members of the Public

Agenda and related materials distributed to the Board shall be made available to the public upon request without delay. However, only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting or which contain a claim or written threat of litigation which will be discussed in closed session shall be made available to the public. (Government Code 54956.9, 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda to the Board of Trustees webpage (link found on the homepage of the district website). The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a writing which relates to an open session agenda item or which contains a claim or written threat of litigation which will be discussed in closed session during a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the writing available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)

1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting
2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The district lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a

copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

~~If a document is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at the time the document is distributed to a majority of the Board provided that the document is a public record under the Public Records Act and relates to an agenda item for an open session of a regular Board meeting. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)~~

~~¶~~

~~Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)~~

~~¶~~

~~Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)~~

¶

~~Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)¶~~

~~Bylaws of the Board — BB 9322(d)¶~~

¶

~~**AGENDA/MEETING MATERIALS¶**~~

¶

~~Persons requesting mailing of the agenda or agenda packet shall pay an annual fee as determined by the Superintendent or designee.¶~~

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 5125 Student Records

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 5125 Student Records has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 5125 Student Records at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 5125 Student Records	Backup Material	1/26/2024
REDLINED BP 5125 Student Records	Backup Material	1/26/2024

Students

Board Policy No. 5125

Policy Adopted: September 20, 2018

Policy Reviewed: February 8, 2024

STUDENT RECORDS

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program,

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offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code,

5 CCR 16020-16027, Destruction of records of school districts

5 CCR 430-438, Individual student records

Bus. and Prof. Code 22580-22582, Privacy rights for California minors in the digital world

Bus. and Prof. Code 22584-22585, Student Online Personal Information Protection Act

Bus. and Prof. Code 22586-22587, Early Learning Personal Information Protection Act

Code of Civil Procedure 1985.3, Subpoena duces tecum

Education Code,

Ed. Code 17604, Delegation of powers to agents

Ed. Code 234.7, Student protections relating to immigration and citizenship status

Ed. Code 48201, Transfer student's record for acts that resulted in suspension or expulsion

Ed. Code 48853.5, Foster youth; placement, immunizations

Ed. Code 48902, Notification of law enforcement of specified violations

Ed. Code 48904-48904.3, Withholding grades, diplomas, or transcripts

Ed. Code 48918, Rules governing expulsion procedures

Ed. Code 48980, Parent/Guardian notifications

Ed. Code 48985, Notices to parents in language other than English

Ed. Code 49060-49079, Student records

Ed. Code 49091.14, Parental review of curriculum

Ed. Code 51745, Independent study

Ed. Code 56041.5, Rights of students with disabilities

Ed. Code 56050, Surrogate parents

Ed. Code 56055, Foster parents

Ed. Code 69432.9, Cal Grant program; notification of grade point average

Fam. Code 3025, Access to records by noncustodial parents

Fam. Code 6552, Caregiver's authorization affidavit

Gov. Code 7920.000-7930.215, California Public Records Act

H&S Code 120440, Immunizations; disclosure of information

Pen. Code 245, Assault with deadly weapon

W&I Code 16010, Health and education records of a minor

W&I Code 681, Truancy petitions

W&I Code 701, Juvenile court law

Federal Code,

16 CFR Part 312, Children's Online Privacy Protection Rule

20 USC 1232g, Family Educational Rights and Privacy Act (FERPA) of 1974

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20 USC 1232h, Privacy rights

26 USC 152, Definition of dependent child

34 CFR 300.501, Opportunity to examine records for parents of student with disability

34 CFR 99.1-99.67, Family Educational Rights and Privacy

42 USC 11434a, McKinney-Vento Homeless Assistance Act; definitions

Management Resources,

CA Office of the Attorney General Publication, Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CSBA Publication, Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Federal Register, Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

National School Boards Association Publication, Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. Department of Education Publication, Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, Oct 2007

U.S. Department of Education Publication, Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November 2008

U.S. Department of Education Publication, IDEA and FERPA Confidentiality Provisions, 2014 Website, CSBA District and County Office of Education Legal Services

Website, National School Boards Association

Website, U.S. Department of Education, Family Policy Compliance Office

Website, California Department of Education

Website, CSBA

Cross References,

0440, District Technology Plan

0440, District Technology Plan

1100, Communication With The Public

1113, District And School Websites

1113, District And School Websites

1113-E(1), District And School Websites

1114, District-Sponsored Social Media

1114, District-Sponsored Social Media

1312.3, Uniform Complaint Procedures

1312.3, Uniform Complaint Procedures

1312.3-E(1), Uniform Complaint Procedures

1312.3-E(2), Uniform Complaint Procedures

1340, Access To District Records

1340, Access To District Records

1400, Relations Between Other Governmental Agencies And The Schools

3250, Transportation Fees

3250, Transportation Fees

3260, Fees And Charges

3260, Fees And Charges

3290, Gifts, Grants And Bequests

3312, Contracts

3515, Campus Security

3515, Campus Security

3515.3, District Police/Security Department

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3515.3, District Police/Security Department
3553, Free And Reduced Price Meals
3553, Free And Reduced Price Meals
3555, Nutrition Program Compliance
3555-E(1), Nutrition Program Compliance
3580, District Records
3580, District Records
4040, Employee Use Of Technology
4040-E(1), Employee Use Of Technology
4113.5, Working Remotely
4117.7, Employment Status Reports
4119.23, Unauthorized Release Of Confidential/Privileged Information
4158, Employee Security
4158, Employee Security
4213.5, Working Remotely
4219.21, Professional Standards
4219.21-E(1), Professional Standards
4219.23, Unauthorized Release Of Confidential/Privileged Information
4258, Employee Security
4258, Employee Security
4313.5, Working Remotely
4317.7, Employment Status Reports
4319.21, Professional Standards
4319.21-E(1), Professional Standards
4319.23, Unauthorized Release Of Confidential/Privileged Information
4358, Employee Security
4358, Employee Security
5000, Concepts And Roles
5020, Parent Rights And Responsibilities
5020, Parent Rights And Responsibilities
5021, Noncustodial Parents
5022, Student And Family Privacy Rights
5022, Student And Family Privacy Rights
5111, Admission
5111, Admission
5111.1, District Residency
5111.1, District Residency
5111.2, Nonresident Foreign Students
5112.1, Exemptions From Attendance
5112.1, Exemptions From Attendance
5112.2, Exclusions From Attendance
5113.1, Chronic Absence And Truancy
5113.1, Chronic Absence And Truancy
5113.12, District School Attendance Review Board
5113.12, District School Attendance Review Board
5113.2, Work Permits
5113.2, Work Permits
5119, Students Expelled From Other Districts
5121, Grades/Evaluation Of Student Achievement
5121, Grades/Evaluation Of Student Achievement

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5123, *Promotion/Acceleration/Retention*
5123, *Promotion/Acceleration/Retention*
5125.1, *Release Of Directory Information*
5125.1, *Release Of Directory Information*
5125.1-E(1), *Release Of Directory Information*
5125.2, *Withholding Grades, Diploma Or Transcripts*
5125.3, *Challenging Student Records*
5126, *Awards For Achievement*
5126, *Awards For Achievement*
5131.1, *Bus Conduct*
5131.1, *Bus Conduct*
5131.2, *Bullying*
5131.2, *Bullying*
5131.61, *Drug Testing*
5131.7, *Weapons And Dangerous Instruments*
5131.7, *Weapons And Dangerous Instruments*
5138, *Conflict Resolution/Peer Mediation*
5141.21, *Administering Medication And Monitoring Health Conditions*
5141.21, *Administering Medication And Monitoring Health Conditions*
5141.22, *Infectious Diseases*
5141.22, *Infectious Diseases*
5141.23, *Asthma Management*
5141.23, *Asthma Management*
5141.24, *Specialized Health Care Services*
5141.26, *Tuberculosis Testing*
5141.27, *Food Allergies/Special Dietary Needs*
5141.27, *Food Allergies/Special Dietary Needs*
5141.3, *Health Examinations*
5141.3, *Health Examinations*
5141.31, *Immunizations*
5141.31, *Immunizations*
5141.32, *Health Screening For School Entry*
5141.33, *Head Lice*
5141.52, *Suicide Prevention*
5141.52, *Suicide Prevention*
5141.6, *School Health Services*
5141.6, *School Health Services*
5142.1, *Identification And Reporting Of Missing Children*
5144, *Discipline*
5144, *Discipline*
5144.1, *Suspension And Expulsion/Due Process*
5144.1, *Suspension And Expulsion/Due Process*
5144.2, *Suspension And Expulsion/Due Process (Students With Disabilities)*
5144.4, *Required Parental Attendance*
5144.4, *Required Parental Attendance*
5145.12, *Search And Seizure*
5145.12, *Search And Seizure*
5145.13, *Response To Immigration Enforcement*
5145.13, *Response To Immigration Enforcement*
5145.3, *Nondiscrimination/Harassment*

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5145.3, *Nondiscrimination/Harassment*
5145.6, *Parent/Guardian Notifications*
5145.6-E(1), *Parent/Guardian Notifications*
5145.7, *Sexual Harassment*
5145.7, *Sexual Harassment*
5148, *Child Care And Development*
5148, *Child Care And Development*
5148.3, *Preschool/Early Childhood Education*
5148.3, *Preschool/Early Childhood Education*
6142.7, *Physical Education And Activity*
6142.7, *Physical Education And Activity*
6143, *Courses Of Study*
6143, *Courses Of Study*
6145.2, *Athletic Competition*
6145.2, *Athletic Competition*
6146.11, *Alternative Credits Toward Graduation*
6146.11, *Alternative Credits Toward Graduation*
6146.2, *Certificate Of Proficiency/High School Equivalency*
6146.2, *Certificate Of Proficiency/High School Equivalency*
6146.2-E(1), *Certificate Of Proficiency/High School Equivalency*
6158, *Independent Study*
6158, *Independent Study*
6159, *Individualized Education Program*
6159, *Individualized Education Program*
6159.1, *Procedural Safeguards And Complaints For Special Education*
6159.1, *Procedural Safeguards And Complaints For Special Education*
6159.2, *Nonpublic, Nonsectarian School And Agency Services For Special Education*
6159.2, *Nonpublic, Nonsectarian School And Agency Services For Special Education*
6159.3, *Appointment Of Surrogate Parent For Special Education Students*
6159.3, *Appointment Of Surrogate Parent For Special Education Students*
6162.5, *Student Assessment*
6162.51, *State Academic Achievement Tests*
6162.51, *State Academic Achievement Tests*
6162.8, *Research*
6162.8, *Research*
6163.4, *Student Use Of Technology*
6163.4-E(1), *Student Use Of Technology*
6164.2, *Guidance/Counseling Services*
6164.5, *Student Success Teams*
6164.5, *Student Success Teams*
6164.6, *Identification And Education Under Section 504*
6164.6, *Identification And Education Under Section 504*
6172.1, *Concurrent Enrollment In College Classes*
6172.1, *Concurrent Enrollment In College Classes*
6173, *Education For Homeless Children*
6173, *Education For Homeless Children*
6173-E(1), *Education For Homeless Children*
6173-E(2), *Education For Homeless Children*
6173.1, *Education For Foster Youth*
6173.1, *Education For Foster Youth*

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6173.2, Education Of Children Of Military Families
6173.2, Education Of Children Of Military Families
6173.3, Education For Juvenile Court School Students
6175, Migrant Education Program
6175, Migrant Education Program
6178.1, Work-Based Learning
6178.1, Work-Based Learning
9011, Disclosure Of Confidential/Privileged Information
9321, Closed Session
9321-E(1), Closed Session
9321-E(2), Closed Session

Students

Board Policy No. -5125

Policy Adopted: September 20, 2018

STUDENT RECORDS

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law.— The Superintendent or designee shall ~~ensure that the district's~~ establish administrative ~~regulation~~ regulations governing the identification, collection, retention, and ~~school-site procedures for~~ security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records ~~are~~ consistent with state and federal law.

~~(cf. 4040 – Employee Use of Technology)~~

~~(cf. 5125.1 – Release of Directory Information)~~

~~(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)~~

The Superintendent or designee shall designate a certificated employee to serve as custodian of records; with responsibility for student records at the district level.– At each school, the principal or a certificated ~~designee~~ employee shall ~~act~~ be designated as custodian of records for students enrolled at that school.– The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report

the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. - (Education Code 49073.6)

~~(cf. 9322—Agenda/Meeting Materials)~~

~~(cf. 9323—Meeting Conduct)~~

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, ~~store~~store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 5145.3 Nondiscrimination/Harassment

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 5145.3 Nondiscrimination/Harassment has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 5145.3 Nondiscrimination/Harassment at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 5145.3 Nondiscrimination_Harassment	Backup Material	1/26/2024
REDLINED BP 5145.3 Nondiscrimination_Harassment	Backup Material	1/26/2024

Students

Board Policy No. 5145.3

Policy Adopted: September 6, 2018

Policy Reviewed: February 8, 2024

NONDISCRIMINATION/HARASSMENT

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and

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bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code

5 CCR 432, Student records

5 CCR 4600-4670, Uniform complaint procedures

5 CCR 4900-4965, Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Civ. Code 1714.1, Liability of parent or guardian for act of willful misconduct by a minor

Education Code

Ed. Code 200-262.4, Prohibition of discrimination

Ed. Code 48900.3, Suspension or expulsion for act of hate violence

Ed. Code 48900.4, Suspension or expulsion for harassment, threats, or intimidation

Ed. Code 48904, Liability of parent/guardian for willful student misconduct

Ed. Code 48907, Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950, Speech and other communication

Ed. Code 48985, Notices to parents in language other than English

Ed. Code 49020-49023, Athletic programs

Ed. Code 49060-49079, Student records

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Ed. Code 51204.5, Social sciences instruction; contributions of specified groups

Ed. Code 51500, Prohibited instruction or activity

Ed. Code 51501, Nondiscriminatory subject matter

Ed. Code 60010, Instructional materials; definition

Ed. Code 60040-60052, Requirements for instructional materials

Gov. Code 11135, Prohibition of discrimination

Pen. Code 422.55, Definition of hate crime

Pen. Code 422.6, Crimes; harassment

Federal Code

20 USC 1681-1688, Title IX of the Education Amendments of 1972; discrimination based on sex

28 CFR 35.107, Nondiscrimination on basis of disability; complaints

29 USC 794, Rehabilitation Act of 1973; Section 504

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

34 CFR 104.7, Section 504; Designation of responsible employee and adoption of grievances procedures

34 CFR 104.8, Notice of Nondiscrimination on the Basis of Handicap

34 CFR 106.45, Grievance process for formal complaints of sexual harassment

34 CFR 106.8, Designation of coordinator; dissemination of policy, and adoption of grievance procedures

34 CFR 110.25, Prohibition of discrimination based on age

34 CFR 99.31, Disclosure of personally identifiable information

42 USC 12101-12213, Americans with Disabilities Act

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

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

42 USC 6101-6107, Age Discrimination Act of 1975

Management Resources

34 CFR 106.30, Discrimination on the basis of sex; definitions

CA Office of the Attorney General Publication, Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

California Department of Education Publication, California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019

Court Decision, Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Court Decision, Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

CSBA Publication, Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022

U.S. DOE, Office for Civil Rights Publication, Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD (2013) OCR 09-12-1020, DOJ 169-12C-70

U.S. Dept. of Health & Human Services Publication, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2013

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub, Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023

U.S. DOE Publication, Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023

U.S. DOE, Office for Civil Rights Publication, Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County, June 2021

U.S. DOE, Office for Civil Rights Publication, Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023

U.S. DOE, Office for Civil Rights Publication, U.S. Department of Education Toolkit: Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+ Students, June 2023

U.S. DOE, Office for Civil Rights Publication, Questions and Answers on the Title IX Regulations on Sexual Harassment, June 2022

U.S. DOE, Office for Civil Rights Publication, Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022

U.S. DOE, Office for Civil Rights Publication, Dear Colleague Letter: Race and School Programming, August 2023

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
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U.S. DOE, Office for Civil Rights Publication, Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Website, CSBA District and County Office of Education Legal Services

Website, First Amendment Center

Website, California Office of the Attorney General

Website, California Safe Schools Coalition

Website, CSBA

Website, California Department of Education

Website, U.S. Department of Education, Office for Civil Rights

Cross References

0410, Nondiscrimination In District Programs And Activities

0415, Equity

0450, Comprehensive Safety Plan

0450, Comprehensive Safety Plan

0470, COVID-19 Mitigation Plan

1114, District-Sponsored Social Media

1114, District-Sponsored Social Media

1240, Volunteer Assistance

1240, Volunteer Assistance

1312.1, Complaints Concerning District Employees

1312.1, Complaints Concerning District Employees

1312.2, Complaints Concerning Instructional Materials

1312.2, Complaints Concerning Instructional Materials

1312.2-E(1), Complaints Concerning Instructional Materials

1312.3, Uniform Complaint Procedures

1312.3, Uniform Complaint Procedures

1312.3-E(1), Uniform Complaint Procedures

1312.3-E(2), Uniform Complaint Procedures

1312.4, Williams Uniform Complaint Procedures

1312.4-E(1), Williams Uniform Complaint Procedures

1312.4-E(2), Williams Uniform Complaint Procedures

1313, Civility

1340, Access To District Records

1340, Access To District Records

3515.4, Recovery For Property Loss Or Damage

3515.4, Recovery For Property Loss Or Damage

3530, Risk Management/Insurance

3530, Risk Management/Insurance

3553, Free And Reduced Price Meals

3553, Free And Reduced Price Meals

3580, District Records

3580, District Records

4112.6, Personnel Files

4112.9, Employee Notifications

4112.9-E(1), Employee Notifications

4118, Dismissal/Suspension/Disciplinary Action

4118, Dismissal/Suspension/Disciplinary Action

4119.21, Professional Standards

4119.21-E(1), Professional Standards

4119.23, Unauthorized Release Of Confidential/Privileged Information

4131, Staff Development

4212.6, Personnel Files

4212.9, Employee Notifications

4212.9-E(1), Employee Notifications

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4218, Dismissal/Suspension/Disciplinary Action
4218, Dismissal/Suspension/Disciplinary Action
4219.21, Professional Standards
4219.21-E(1), Professional Standards
4219.23, Unauthorized Release Of Confidential/Privileged Information
4231, Staff Development
4312.6, Personnel Files
4312.9, Employee Notifications
4312.9-E(1), Employee Notifications
4319.21, Professional Standards
4319.21-E(1), Professional Standards
4319.23, Unauthorized Release Of Confidential/Privileged Information
4331, Staff Development
5000, Concepts And Roles
5030, Student Wellness
5111, Admission
5111, Admission
5113.1, Chronic Absence And Truancy
5113.1, Chronic Absence And Truancy
5113.12, District School Attendance Review Board
5113.12, District School Attendance Review Board
5116.2, Involuntary Student Transfers
5125, Student Records
5125, Student Records
5125.1, Release Of Directory Information
5125.1, Release Of Directory Information
5125.1-E(1), Release Of Directory Information
5125.3, Challenging Student Records
5131, Conduct
5131.2, Bullying
5131.2, Bullying
5131.5, Vandalism And Graffiti
5132, Dress And Grooming
5132, Dress And Grooming
5137, Positive School Climate
5138, Conflict Resolution/Peer Mediation
5141.22, Infectious Diseases
5141.22, Infectious Diseases
5141.27, Food Allergies/Special Dietary Needs
5141.27, Food Allergies/Special Dietary Needs
5141.4, Child Abuse Prevention And Reporting
5141.4, Child Abuse Prevention And Reporting
5141.52, Suicide Prevention
5141.52, Suicide Prevention
5144, Discipline
5144, Discipline
5144.1, Suspension And Expulsion/Due Process
5144.1, Suspension And Expulsion/Due Process
5144.2, Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12, Search And Seizure
5145.12, Search And Seizure
5145.2, Freedom Of Speech/Expression
5145.2, Freedom Of Speech/Expression
5145.6, Parent/Guardian Notifications

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5145.6-E(1), Parent/Guardian Notifications
5145.7, Sexual Harassment
5145.7, Sexual Harassment
5145.71, Title IX Sexual Harassment Complaint Procedures
5145.71-E(1), Title IX Sexual Harassment Complaint Procedures
5145.9, Hate-Motivated Behavior
5146, Married/Pregnant/Parenting Students
6142.1, Sexual Health And HIV/AIDS Prevention Instruction
6142.1, Sexual Health And HIV/AIDS Prevention Instruction
6142.8, Comprehensive Health Education
6142.8, Comprehensive Health Education
6143, Courses Of Study
6143, Courses Of Study
6144, Controversial Issues
6145, Extracurricular And Cocurricular Activities
6145, Extracurricular And Cocurricular Activities
6145.2, Athletic Competition
6145.2, Athletic Competition
6153, School-Sponsored Trips
6153, School-Sponsored Trips
6159.4, Behavioral Interventions For Special Education Students
6161.1, Selection And Evaluation Of Instructional Materials
6161.1, Selection And Evaluation Of Instructional Materials
6161.1-E(1), Selection And Evaluation Of Instructional Materials
6161.11, Supplementary Instructional Materials
6163.1, Library Media Centers
6163.4, Student Use Of Technology
6163.4-E(1), Student Use Of Technology
6164.2, Guidance/Counseling Services
6173.1, Education For Foster Youth
6173.1, Education For Foster Youth
7110, Facilities Master Plan

5145.3 BP - Nondiscrimination/Harassment Students

Board Policy No. 5145.3

Policy approved: **February 2024** ~~September 6, 2018~~

Nondiscrimination/Harassment

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Governing Board desires to provide a **welcoming**, safe **and supportive** school environment that allows all students equal access **to** and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, **immigration status**, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, **or genetic information** or association with a person or group with one or more of these actual or perceived characteristics.

~~This policy shall apply to all acts related to school activity or to school attendance occurring within a district school and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school. (Education Code 234.1)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 5131—Conduct)~~

~~(cf. 5131.2—Bullying)~~

~~(cf. 5146—Married/Pregnant/Parenting Students)~~

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying **may result from** ~~includes~~ physical, verbal, nonverbal, or written conduct based on any of the categories listed above.

Unlawful discrimination **also occurs when prohibited conduct is so** ~~also shall include the creation of a hostile environment when the prohibited conduct is so~~ severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual ~~who reports or participates in the reporting of unlawful discrimination, files or otherwise participates in the filing of a complaint or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. regarding an incident of discrimination,~~ Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall provide facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

~~The Superintendent or designee~~ He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, ~~necessary, shall necessary shall~~ take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying shall be subject to disciplinary action, up to and including dismissal.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

(cf. 4128 – Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 5131.7 Weapons and Dangerous Instruments

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 5131.7 Weapons and Dangerous Instruments has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 5131.7 Weapons and Dangerous Instruments at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 5131.7 Weapons and Dangerous Instruments	Backup Material	1/26/2024
REDLINED BP 5131.7 Weapons and Dangerous Instruments	Backup Material	1/26/2024

Students

Board Policy No. 5131.7

Policy Adopted: March 5, 2015

Policy Reviewed: February 8, 2024

WEAPONS AND DANGEROUS INSTRUMENTS

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds, when using district provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

Unless a student has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

Advance Permission for Possession of a Weapon for Educational Purposes

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall submit a written request to the principal, at least five school days in advance of the planned possession which explains the planned use of the weapon and the duration, together with a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when it is determined that possession of a firearm, imitation firearm, or other prohibited weapon on school grounds is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, the student and staff person shall be provided with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, all necessary precautions shall be taken to ensure the safety of all

persons on school grounds and the safe keeping of the weapon, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any permitted weapon shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

Any student granted permission to possess a weapon may be suspended and/or expelled if the weapon is possessed or used inappropriately.

Possession of Pepper Spray

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee shall also inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Education Code

Ed. Code 35291, Governing board to prescribe rules for discipline of the schools

Ed. Code 48902, Mandatory notification of law enforcement authorities

Ed. Code 48915, Required recommendation for expulsions

Ed. Code 48916, Readmission

Ed. Code 48980, Parent/Guardian notifications

Ed. Code 49330-49335, Injurious objects

Ed. Code 49390-49395, Homicide threats

Pen. Code 16100-17360, Definitions

Pen. Code 22810-23025, Tear gas weapon (pepper spray)

Pen. Code 245, Assault with deadly weapon

Pen. Code 25200-25225, Firearms; access to children

Pen. Code 30310, Prohibition against ammunition on school grounds

Pen. Code 417.4, Imitation firearm; drawing or exhibiting

Pen. Code 626.10, Dirks, daggers, knives, razor or stun gun; bringing or possessing in school

Pen. Code 626.9, Gun-Free School Zone Act of 1995

Federal Code

20 USC 6301-8961, No Child Left Behind Act

20 USC 7961, Gun-Free Schools Act

6 USC 665k, Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources

CSBA Publication, Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011

U.S. Department of Education Publication, Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, 2018

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Website, U.S. Department of Homeland Security, Fusion Centers

Website, California State Threat Assessment System

Website, CSBA District and County Office of Education Legal Services

Website, U.S. Department of Education, Safe Schools

Website, National Alliance for Safe Schools

Website, National School Safety Center

Website, U.S. Department of Education, Office of Safe and Drug Free Schools

Website, California Department of Education, Safe Schools

Website, CSBA

Cross References

0450, Comprehensive Safety Plan

0450, Comprehensive Safety Plan

1313, Civility

3515, Campus Security

3515, Campus Security

3515.3, District Police/Security Department

3515.3, District Police/Security Department

3515.31, School Resource Officers

3515.7, Firearms On School Grounds

3516.2, Bomb Threats

4158, Employee Security

4158, Employee Security

4258, Employee Security

4258, Employee Security

4358, Employee Security

4358, Employee Security

5116.1, Intradistrict Open Enrollment

5116.1, Intradistrict Open Enrollment

5125, Student Records

5125, Student Records

5131, Conduct

5131.41, Use Of Seclusion And Restraint

5136, Gangs

5136, Gangs

5137, Positive School Climate

5138, Conflict Resolution/Peer Mediation

5141.4, Child Abuse Prevention And Reporting

5141.4, Child Abuse Prevention And Reporting

5144, Discipline

5144, Discipline

5144.1, Suspension And Expulsion/Due Process

5144.1, Suspension And Expulsion/Due Process

5144.2, Suspension And Expulsion/Due Process (Students With Disabilities)

5145.12, Search And Seizure

5145.12, Search And Seizure

6184, Continuation Education

6184, Continuation Education

5131.7 BP - Weapons and Dangerous Instruments Students

Board Policy No. 5131.7

Policy approved: **February 2024** ~~March 5, 2015~~

WEAPONS AND DANGEROUS INSTRUMENTS

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

~~(cf. 5131—Conduct)~~

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments as defined in law and administrative regulation in school buildings, on school grounds or **when using district provided transportation buses**, or at a school-related or school-sponsored activities away from school, or while going to or coming from school.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

Unless he/she has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be ; subject to suspension and/or expulsion in accordance with Board policy and administrative regulations.

~~(cf. 5144—Discipline)~~

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2—Suspension and Expulsion/Due Process (Individuals with Disabilities))~~

~~The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive or other prohibited weapon or dangerous instrument without permission, sells or furnishes a~~

~~firearm, or commits any act of assault with a firearm or other weapon. (20 USC 7151; Education Code 48902; Penal Code 245, 626.9, 626.10)~~

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

Advance Permission for Possession of a Weapon for Educational Purposes

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall submit a written request to the principal, at least five school days in advance of the planned possession which explains the planned use of the weapon and the duration, together with a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when it is determined that possession of a firearm, imitation firearm, or other prohibited weapon on school grounds is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, the student and staff person shall be provided with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, all necessary precautions shall be taken to ensure the safety of all persons on school grounds and the safe keeping of the weapon, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any permitted weapon shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

Any student granted permission to possess a weapon may be suspended and/or expelled if the weapon is possessed or used inappropriately.

Possession of Pepper Spray

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

~~(cf. 5125 – Student Records)~~

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students

and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6142.8 Comprehensive Health Education

Estimated Time:

Person Responsible: Cathy Baur, Chief Academic Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 6142.8 Comprehensive Health Education, has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 6142.8 Comprehensive Health Education at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 6142.8 Comprehensive Health Education	Backup Material	1/29/2024
REDLINED BP 6142.8 Comprehensive Health Education	Backup Material	1/29/2024

Instruction

Board Policy No. 6142.8

Policy Adopted: August 17, 2006

Policy Reviewed: February 8, 2024

COMPREHENSIVE HEALTH EDUCATION

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which recognizes that mental health and social connection are critical to student's overall health, well-being, and academic success, supports the physical, mental, and social well-being of students, reflects the importance of digital and media literacy, and is linked to district and community services and resources.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

Any health education course offered to middle or high school students shall include instruction in mental health that meets the requirements of Education Code 51925-51926, and as specified in Administrative Regulation 6143 - Courses of Study.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

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The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11800-11801	District health education plan
Ed. Code 35183.5	Sun protection
Ed. Code 49413	First aid and cardiopulmonary resuscitation training
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51203	Instruction on alcohol, narcotics and dangerous drugs
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51210.8	Health education curriculum
Ed. Code 51220.5	Parenting skills; areas of instruction
Ed. Code 51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51260-51269	Drug education
Ed. Code 51513	Personal beliefs
Ed. Code 51880-51881.5	Health education; legislative findings and intent
Ed. Code 51890-51891	Comprehensive health education programs and community participation; definitions

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Ed. Code 51900.6	Sexual abuse and sexual assault awareness and prevention instruction
Ed. Code 51913	District health education plan
Ed. Code 51920	Inservice training; health education
Ed. Code 51925-51929	Mandatory mental health education and in-service training
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 67386	Student safety; affirmative consent standard
Ed. Code 8850.5	Family relationships and parenting education

Federal

Description

42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1771-1793	Child Nutrition Act

Management Resources

Description

California Department of Education Publication	Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2019
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
CSBA Publication	Integrating Oral Health into School Health Programs and Policies, May 2010
CSBA Publication	Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014
CSBA Publication	Integrating Physical Activity into the School Day, April 2016
CSBA Publication	Preventing Catastrophic Health Illness, Governance Brief, July 2018
CSBA Publication	The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018
CSBA Publication	Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019
CSBA Publication	Sun Safety in Schools, Policy Brief, July 2006
CSBA Publication	Asthma Management in the Schools, Policy Brief, March 2008
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

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CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
CSBA Publication	Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, November 2008
Human Rights Campaign Foundation Publication	California LGBTQ Youth Report, January 2019
Society of Health & Physical Educators Publication	National Health Education Standards: Achieving Excellence, rev. November 2012
US Department of Health and Human Services	Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory, 2023
US Dept of Health and Human Services Publication	Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Health Effects of Social Connection and the Community, 2023
Website	SHAPE America, Society of Health and Physical Educators
Website	CSBA District and County Office of Education Legal Services
Website	Human Rights Campaign Foundation
Website	U.S. Department of Health and Human Services
Website	American School Health Association
Website	California Association of School Health Educators
Website	California Department of Education, Health Education
Website	National Center for Health Education
Website	National Hearing Conservation Association
Website	California Subject Matter Project, Physical Education-Health Project
Website	Center for Injury Prevention Policy and Practice
Website	Centers for Disease Control and Prevention
Website	CSBA
Website	California Department of Public Health
Website	California Healthy Kids Resource Center

Cross References

Code	Description
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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
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0200	<u>Goals For The School District</u>
0415	<u>Equity</u>
0450	<u>Comprehensive Safety Plan</u>
0450	<u>Comprehensive Safety Plan</u>
0470	<u>COVID-19 Mitigation Plan</u>
0500	<u>Accountability</u>
1220	<u>Citizen Advisory Committees</u>
1220	<u>Citizen Advisory Committees</u>
1240	<u>Volunteer Assistance</u>
1240	<u>Volunteer Assistance</u>
1325	<u>Advertising And Promotion</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
1700	<u>Relations Between Private Industry And The Schools</u>
3513.3	<u>Tobacco-Free Schools</u>
3513.3	<u>Tobacco-Free Schools</u>
3513.4	<u>Drug And Alcohol Free Schools</u>
3514	<u>Environmental Safety</u>
3514	<u>Environmental Safety</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3543	<u>Transportation Safety And Emergencies</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3554	<u>Other Food Sales</u>
3554	<u>Other Food Sales</u>
4131	<u>Staff Development</u>
5020	<u>Parent Rights And Responsibilities</u>
5020	<u>Parent Rights And Responsibilities</u>

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5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting

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5141.5	Mental Health
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5141.7	Sun Safety
5142	Safety
5142	Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.5	Environmental Education
6142.7	Physical Education And Activity

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6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6146.1	High School Graduation Requirements
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6162.8	Research
6162.8	Research
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6190	Evaluation Of The Instructional Program

COMPREHENSIVE HEALTH EDUCATION

The Governing Board believes that health education should foster the knowledge, skills, and ~~behaviors~~ attitudes that students need in order to lead healthy, ~~productive lives. The district's health education program shall teach personal responsibility~~ lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for ~~one's own lifelong health, respect for and promotion of the~~ all students. The district's health education program shall be part of a coordinated school health system which recognizes that mental health ~~of others,~~ and social connection are critical to student's overall health, well-being, and academic success, supports the physical, mental, and social well-being of students, reflects the ~~process~~ importance of ~~growth~~ digital and ~~development~~ media literacy, and ~~informed use of health-related information, products,~~ is linked to district and community services- and resources.

Goals for the ~~district's~~ district's health education program shall be designed to promote student wellness and shall ~~be developed in accordance with Board policy. Such goals shall include~~ include, but not be limited to, goals for nutrition promotion and education-~~and~~, physical activity-

~~(cf. 5030 – Student Wellness),~~ and other school-based activities that promote student well-being.

Any health education course offered to middle or high school students shall include instruction in mental health that meets the requirements of Education Code 51925-51926, and as specified in Administrative Regulation 6143 - Courses of Study.

The district shall provide a planned, sequential, research-based, and ~~age-~~ developmentally appropriate health education curriculum for students in grades K-~~8. The content of health instruction shall~~ 12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be ~~offered~~ addressed, in accordance with law, Board policy, and administrative regulation, ~~and~~.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be ~~aligned with~~ invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum ~~frameworks~~.

~~(cf. 6143 - Courses of Study)~~

~~The Board intends for health education to be part of a coordinated school health system that links district, school, and community programs and services to promote the health and well-being of students.—~~

~~(cf. 3550 - Food Service/Child Nutrition Program)~~

~~(cf. 3554 - Other Food Sales)~~

~~(cf. 4020 - Drug and Alcohol-Free Workplace)~~

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

~~(cf. 5141.3 - Health Examinations)~~

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

~~(cf. 6164.2 - Guidance/Counseling Services)~~ framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the ~~district's health education program~~.

~~Legal~~ district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 3312 Contracts

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

The Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district.

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 3312 Contracts at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED Board Policy (BP) 3312 Contracts	Backup Material	2/1/2024
REDLINED Board Policy (BP) 3312 Contracts	Backup Material	2/1/2024

Business Operations

Board Policy No. 3312, Contracts

Policy Adopted: January 20, 2005

Policy Revised: February 8, 2024

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board the approval or ratification to be evidenced by a motion of the board duly passed and adopted (Education Code section 17604) or reviewed by the Board (Education Code section 17605), as applicable.

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

Contracts for Non-Nutritious Foods or Beverages

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

Before the district or a district school enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious food as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of this contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include but not be limited to the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.
2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or nonnutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

The Board shall not enter into or renew a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious food until parents/guardians, students and members of the public have had an opportunity to comment on the contract at a public hearing held during a

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regularly scheduled board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Services and Software

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

(cf 5125 - Student Records)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district.
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account.
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract.

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4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information.
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records.
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records.
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content.
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g.
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising.

Contracts for Personal Services

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

(cf 4200 - Classified Personnel)

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.
3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.

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7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17606 Contracts

35182.5 Contract prohibitions

45103.5 Contracts for management consulting service related to food service

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

Business Operations

Board Policy No. 3312, Contracts

Policy Adopted: January 20, 2005

Policy Revised: February 8, 2024

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111. ~~Whenever state law invests the Governing Board with the power to enter into contracts on behalf of the district, the Board may, by a majority vote, delegate this power to the Superintendent or designee. To be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Board. (Education Code 17604)~~

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board the approval or ratification to be evidenced by a motion of the board duly passed and adopted (Education Code section 17604) or reviewed by the Board (Education Code section 17605), as applicable. ~~All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee.~~

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party. ~~(cf. 9124--Attorney)~~

~~When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990)~~
~~The district shall not enter into a contract that prohibits a school employee from disparaging the goods or services of the contracting party. (Education Code 35182.5)~~

Contracts for Non-Nutritious Foods or Beverages

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431. 7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

Before the district or a district school enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious food as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of this contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include but not be limited to the following:

1. ~~Control p~~ Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

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2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

~~Any contract for the sale or advertisement of non-nutritious foods or carbonated or nonnutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5) In addition, the contract may specify whether contractor logos are permitted on district facilities, including but not limited to scoreboards and other equipment. If such logos are permitted, the contractor shall present the equipment to the Board as a gift. The gift may be accepted by the Board in accordance with Board policy and administrative regulation.~~

~~To ensure that funds raised by the contract benefit district schools and students:~~

~~The Superintendent or designee may form a committee consisting of parents/guardians, students, staff and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.~~

~~Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.~~

~~The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.~~

~~The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities.~~

~~(cf. 3554—Other Food Sales)~~

~~The contract shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)~~

~~Any contract for the sale or advertisement of non-nutritious foods or carbonated or nonnutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)~~

The Board shall not enter into or renew a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious food until parents/guardians, students and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

~~The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5) (cf. 9322—Agendas/Meeting Materials)~~

~~(cf. 9323—Meeting Conduct)~~

~~The Board may satisfy the public hearing requirement by either: (Education Code 35182.5)~~

~~1.—Reviewing the contract at a public hearing of the Child Nutrition and Physical Activity Advisory Committee established pursuant to Education Code 49433~~

2. Holding an annual public hearing to review and discuss existing and potential contracts for food and beverage sales on campuses, including food and beverages sold as a full meal, through competitive sales and through vending machines. The public hearing shall include but not be limited to a discussion of the nutritional value of food and

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~~beverages sold within the district; the availability of fresh fruit, vegetables and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education 35182.5)~~

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Services and Software

~~The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)~~

~~(cf 5125 - Student Records)~~

~~Any such contract shall contain all of the following: (Education Code 49073.1)~~

1. A statement that student records continue to be the property of and under the control of the district.
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account.

3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract.
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information.
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records.
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records.
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content.
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g.
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising.

Contracts for Personal Services

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

(cf 4200 - Classified Personnel)

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

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2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.
3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17606 Contracts

35182.5 Contract prohibitions

45103.5 Contracts for management consulting service related to food service

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

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Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6170.1 Transitional Kindergarten

Estimated Time:

Person Responsible: Cathy Baur, Chief Academic Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 6170.1 Transitional Kindergarten is a new policy.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy 6170.1 Transitional Kindergarten at first reading, as presented

ATTACHMENTS:

Description	Type	Upload Date
NEW BP 6170.1 Transitional Kindergarten	Backup Material	1/30/2024

Instruction

Board Policy No. 6170.1

Policy Adopted: February 8, 2024

Policy Reviewed: February 8, 2024

TRANSITIONAL KINDERGARTEN

The Board of Trustees desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

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

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

Eligibility

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

1. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
2. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
3. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program, including, but not limited to, a Head Start program, a childcare center serving children through an alternative payment program, a general childcare and development program, a California State Preschool Program (CSPP), a migrant childcare and development program, childcare and development services for children with special needs, or a program serving children through a CalWORKs Stage 1, Stage 2, or Stage 3 program. (Education Code 48000)

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

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

At any time during the school year, the district may admit into the TK program a child whose fifth birthday

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is after the date specified for admittance for the applicable year as described above, provided that upon the recommendation of the Superintendent or designee, the Board determines that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Additionally, the district may enroll an early enrollment child in TK whose fourth birthday is between June 3 and September 1, inclusive, preceding the school year during which they are enrolled in TK. The Superintendent or designee shall maintain any classroom that includes an early enrollment child with a classroom enrollment that does not exceed 20 students and an adult-to-student ratio of at least one adult to every 10 students. Additionally, if an early enrollment child is enrolled in TK, the district shall concurrently offer enrollment to the child in the district's CSPP, subject to available space. (Education Code 48000.15)

Curriculum and Instruction

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

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

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

The Superintendent or designee shall collaborate with parents/guardians and relevant community groups, in accordance with the plan developed for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, CSPP, Head Start programs, and other community-based early learning and care programs.

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

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

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten

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2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing (CTC) in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site, not including students who are continuously enrolled in and meet the minimum day requirement for independent study for more than 14 school days in a school year. (Education Code 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from CTC that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2025, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit or an early childhood specialist credential issued by CTC. (Education Code 48000)

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

The district shall maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2025-26 school year. (Education Code 48000)

Continuation to Kindergarten

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

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

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

Assessment

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

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code,

5 CCR 18000-18308, Early Learning and Care Programs

5 CCR 80067, Professional Clear Early Childhood Education Specialist Instruction Credential

Education Code,

Ed. Code 17375, California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program

Ed. Code 33050, Waiver authority and exceptions

Ed. Code 37202, Equal time in all schools

Ed. Code 44065, Issuance of and functions requiring credentials

Ed. Code 44256, Authorization for teaching credentials

Ed. Code 44258.9, County superintendent review of teacher assignment

Ed. Code 44300, Emergency permits

Ed. Code 46111, Kindergarten; hours of attendance

Ed. Code 46114-46119, Minimum school day; kindergarten

Ed. Code 46120, Expanded learning opportunities

Ed. Code 46300, Method of computing average daily attendance

Ed. Code 48000, Minimum age of admission for kindergarten; transitional kindergarten

Ed. Code 48000.15, Early enrollment in transitional kindergarten

Ed. Code 48002, Evidence of minimum age required to enter kindergarten or first grade

Ed. Code 48003, Kindergarten annual report

Ed. Code 48010, Minimum age of admission to first grade

Ed. Code 48011, Promotion/retention following one year of kindergarten

Ed. Code 48200, Compulsory attendance

Ed. Code 8203.3, Development of pre-kindergarten learning development guidelines

Ed. Code 8207, California State Preschool Program administration

Ed. Code 8241, Staffing ratios for center-based program

Ed. Code 8281.5, California Prekindergarten Planning and Implementation Grant Program

Ed. Code 8970-8974, Early primary program, including extended-day kindergarten

Management Resources,

CA Commission on Teacher Credentialing Publication, Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded

Correspondence 23-02, February 10, 2023

California Department of Education Publication, Universal Prekindergarten FAQs

California Department of Education Publication, Transitional Kindergarten FAQs

California Department of Education Publication, Desired Results Developmental Profile: A Developmental Continuum from Early Infancy up to Kindergarten Entry, 2015

California Department of Education Publication, California Preschool Curriculum Framework, Vol. 1, 2010

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California Department of Education Publication, California Preschool Curriculum Framework, Vol. 2, 2011

California Department of Education Publication, California Preschool Curriculum Framework, Vol. 3, 2013

California Department of Education Publication, California Preschool Learning Foundations, Vol. 1, 2008

California Department of Education Publication, California Preschool Learning Foundations, Vol. 2, 2010

California Department of Education Publication, California Preschool Learning Foundations, Vol. 3, 2012

CSBA Publication, Advancing Universal Transitional Kindergarten, April 2022

CSBA Publication, The Importance of Early Childhood Education Programs, September 2019

Website, California Department of Education, Universal PreKindergarten, California's Great Start

Website, California Office of Administrative Law

Website, CSBA District and County Office of Education Legal Services

Website, Transitional Kindergarten California

Website, California Kindergarten Association

Website, Commission on Teacher Credentialing

Website, CSBA

Website, California Department of Education

Cross References,

0500, Accountability

1220, Citizen Advisory Committees

1220, Citizen Advisory Committees

4112.2, Certification

4112.2, Certification

4131, Staff Development

5111, Admission

5111, Admission

5111.1, District Residency

5111.1, District Residency

5123, Promotion/Acceleration/Retention

5123, Promotion/Acceleration/Retention

5141.22, Infectious Diseases

5141.22, Infectious Diseases

5141.3, Health Examinations

5141.3, Health Examinations

5141.31, Immunizations

5141.31, Immunizations

5141.32, Health Screening For School Entry

5145.6, Parent/Guardian Notifications

5145.6-E(1), Parent/Guardian Notifications

5148.2, Before/After School Programs

5148.2, Before/After School Programs

5148.3, Preschool/Early Childhood Education

5148.3, Preschool/Early Childhood Education

6011, Academic Standards

6020, Parent Involvement

6020, Parent Involvement

6111, School Calendar

6112, School Day

6112, School Day

6141, Curriculum Development And Evaluation

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6141, Curriculum Development And Evaluation

6151, Class Size

6161.1, Selection And Evaluation Of Instructional Materials

6161.1, Selection And Evaluation Of Instructional Materials

6161.1-E(1), Selection And Evaluation Of Instructional Materials

6162.5, Student Assessment

6174, Education For English Learners

6174, Education For English Learners

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Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Bylaw 9321 Closed Session

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

The District is in the process of updating Board policies at the recommendation of the California School Board Association, Board Bylaw 9321 Closed Session Purpose and Agendas, has been updated to reflect those recommendations.

Fiscal Implication:

Recommended Action:

It is recommended that the Board of Trustees approve Board Bylaw 9321, Closed Session Purpose and Agendas at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED Board Bylaw 9321 Closed Session	Backup Material	1/23/2024
REDLINED Board Bylaw 9321 Closed Session	Backup Material	1/22/2024

Board Bylaw No. 9321

Bylaw adopted: December 12, 2019

CLOSED SESSION PURPOSES AND AGENDAS

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law

Each agenda shall contain a brief general description of each closed session item to be discussed at the meeting as required by law and provided in the accompanying Exhibit (1). (Education Code 35145, Government Code 54954.2, 54954.5, 54957)

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session as specified in this bylaw. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified in this bylaw. Such reports may be made in writing or orally at the location announced in the agenda for

the closed session as required by law and provided in the accompanying Exhibit (2).

(Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement that becomes public upon such approval or adoption, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary changes to the document are completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

Confidentiality

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information or the information has been publicly reported by the District. (Government Code 54963)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

Personnel Matters: Appointment, Employment, Performance Evaluation, or Discipline/Dismissal/Releases

The Board may hold a closed session under the “personnel exception” to consider the appointment, employment, evaluation of performance, discipline, dismissal, or change in employment status of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54597, 54957.1)

The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

Personnel Matters: Specific Complaints or Charges

The Board may hold a closed session to hear complaints or charges brought against an employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the Superintendent or designee shall ensure that the employee receives written notice of the right to have the complaints or charges heard in open session. This notice shall be delivered personally or by mail at least 24 hours before the time of the closed session. (Government Code 54957)

Personnel Matters: Application for Early Withdraw of Funds in Deferred Compensation Plan

The Board may hold a closed session to discuss an employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Negotiations/Collective Bargaining

The Board may meet in closed session, to review the Board's position and/or to instruct its designated representatives regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees and, for represented employees, any other matter within the statutorily provided scope of representation. A closed session regarding salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session.

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Pursuant to Government Code 54957.1, approval in closed session of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. However, the Board may, at its sole discretion, vote on such an agreement in open session. (Government Code 54957.1)

Pursuant to Government Code 3549.1, the Board may, without following the requirements of the Brown Act, meet in closed session exclusively for the purpose of discussing its position regarding any matter within the scope of representation or for the purpose of instructing its designated representatives. The Board shall not discuss any other item at any such closed session. (Government Code 3549.1)

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information, such as grades or discipline information, the Board shall meet in closed session to consider a suspension, disciplinary action, or any other action against a student except expulsion, or a challenge to a student record. At least 72 hours prior to the start of the meeting of which the closed session is a part, the Superintendent or designee, on behalf of the Board, shall, in writing, by registered or certified mail or by personal service, notify the student and the student's parent/guardian of the intent of the Board to hear the item in closed session. If a written request for open session is received from the parent/guardian or student, within 48 hours of receiving the notice, the meeting shall be public, except

that any discussion at that meeting which may be in conflict with the right to privacy of any other student shall remain in closed session. (Education Code 35146, 48912, 49070)

If the Board conducts an expulsion hearing pursuant to Board Policy 5144.1 - Suspension and Expulsion/Due Process, the Board shall do so in closed session unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session.

Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

In order to protect student privacy rights provided in 20 USC 1232g or other applicable laws, the identity of a student shall not be listed in the agenda and, unless the item is heard in open session, shall not be included in any report after closed session.

Additionally, a student matter shall be listed in the open session portion of the agenda with the same description and numbering system as it was on the closed session portion of the agenda.

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district legal counsel, sheriff or chief of police, or their respective deputies, or security consultant or a security operations manager on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas services, and electric service, or to the public's right of access to public services or public facilities. Such discussions may be held in closed session during

an emergency meeting called pursuant to Government Code 54956.5 (Government Code 54956.5, 54957)

The Board may also meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. (Education Code 32281)

Real Property Negotiations

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Anticipated Litigation/Initiation of Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from, its legal counsel regarding anticipated litigation or whether to initiate when a discussion of either matter in open session would prejudice the Board's position in the litigation. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered to be "anticipated" when, in the Board's opinion based on the advice of its legal counsel regarding the existing facts and circumstances, there is a significant exposure to litigation against the district or against a district officer or employee based on prior or prospective activities or alleged activities during and

potentially during the course and scope of that office or employment. (Government Code 54956.9)

Existing facts and circumstances are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s)
2. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s)
3. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff
4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board
5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting

Each agenda item related to anticipated litigation shall only contain one such matter. For an anticipated litigation item that is anticipated based on Items #2, #3, or #5 above, the agenda item shall also include the facts or circumstances that might result in litigation, the claim or written threat of litigation, or the record of the threat. However, the agenda item shall not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on the alleged victim's behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is

based unless the identity of the person has been publicly disclosed. (Government Code 54956.9)

Existing Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding existing litigation when discussion of the matter in open session would prejudice the district's position with respect to such litigation. Litigation is considered to be "existing" when the district has been named a party to the litigation or a district officer or employee has been named a party to the litigation based on prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which involves whether an activity is outside the course and scope of the office or employment. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Tort, Public, or Workers' Compensation Liability

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Joint Powers Agency Issues

When the board of the joint powers agency has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take

action concerning information that has direct financial or liability implications for the district and that was obtained in a closed session of the joint powers agency. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from California State Auditor's Office and before the report has been made public, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

Board Bylaw No. 9321

Bylaw adopted: ~~date~~December 12, 2019

CLOSED SESSION PURPOSES AND AGENDAS

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law. ~~The Governing Board shall hold closed sessions only for purposes authorized by law. A closed session may be held at any time during a regular, special meeting, or an emergency meeting in accordance with law (Government Code 54956.5, 54957.7, 54962)~~

Each agenda shall contain a brief general description of each closed session item to be discussed at the meeting as required by law and provided in the accompanying Exhibit (1). (Education Code 35145, Government Code 54954.2, 54954.5, 54957). ~~(Government Code 54954.2)~~

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session as specified in this bylaw. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957, 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures ~~as specified in this bylaw.~~~~specified below that are applicable to the matter being addressed.~~ Such reports may be made in writing or orally at the location announced in the agenda for the closed session ~~as required by law and provided in the accompanying Exhibit (2).~~ (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, ~~that becomes public upon such approval or adoption,~~ the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary ~~changes to the document are retyping is~~ completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

Confidentiality

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information ~~or the information has been publicly reported by the District.~~ (Government Code 54963)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be

identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

Personnel Matters: Appointment, Employment, Performance Evaluation, or Discipline/Dismissal/Releases

The Board may hold a closed session under the “personnel exception” to consider the appointment, employment, evaluation of performance, discipline, ~~or dismissal~~, ~~or change in employment status~~ of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54597, 54957.1)

The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

Personnel Matters: Specific Complaints or Charges

The Board may hold a closed session to hear complaints or charges brought against an employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the Superintendent or designee shall ensure that the employee receives written notice of the right to have the complaints or charges heard in

open session. This notice shall be delivered personally or by mail at least 24 hours before the time of the closed session. (Government Code 54957)

Personnel Matters: Application for Early Withdraw of Funds in Deferred Compensation Plan

The Board may hold a closed session to discuss an ~~district~~ employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

~~(cf. 4218 Dismissal/Suspension/Disciplinary Action)~~

~~Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)~~

~~After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)~~

Negotiations/Collective Bargaining

~~Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)¶~~

- ~~1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization¶~~
- ~~2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process¶~~
- ~~3. Any hearing, meeting or investigation conducted by a fact finder or arbitrator¶~~
- ~~4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives ¶~~

The Board may meet in closed session, ~~prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees,~~ to review the Board's position and/or to instruct its designated representatives regarding employee salaries, salary schedules or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. ~~A closed session regarding salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. (Government Code 54957.6)~~ Final action on the

proposed compensation of one or more unrepresented employees shall not be taken in closed session.

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Pursuant to Government Code 54957.1, approval in closed session of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. However, the Board may, at its sole discretion, vote on such an agreement in open session. (Government Code 54957.1)

Pursuant to Government Code 3549.1, the Board may, without following the requirements of the Brown Act, meet in closed session exclusively for the purpose of discussing its position regarding any matter within the scope of representation or for the purpose of instructing its designated representatives. The Board shall not discuss any other item at any such closed session. (Government Code 3549.1)

~~Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the~~

~~unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)¶~~

~~Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)~~

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information ~~such as grades or discipline information~~, the Board shall meet in closed session to consider a suspension, disciplinary action, or any other action against a student except expulsion, ~~or a challenge to a student record~~. At least 72 hours prior to the start of the meeting of which the closed session is a part, the Superintendent or designee, on behalf of the Board, shall, in writing, by registered or certified mail or by personal service, notify the student and the student's parent/guardian of the intent of the Board to hear the item in closed session. If a written request for open session is received from the parent/guardian ~~or-or adult student~~, ~~within 48 hours of receiving the notice~~, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any other student shall remain in closed session. ~~it will be honored to the extent that it does not violate the privacy rights of any other student.~~

(Education Code 35146, 48912, 49070)

If the Board conducts an expulsion hearing pursuant to Board Policy 5144.1 - Suspension and Expulsion/Due Process, the Board shall do so in closed session unless ~~The Board shall meet in closed session to consider the expulsion of student~~, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session.

Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

~~(cf. 5144.1 Suspension and Expulsion/Due Process ¶)~~

~~If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)~~

In order to protect student privacy rights provided in 20 USC 1232g or other applicable laws, the identity of a student shall not be listed in the agenda and, unless the item is heard in open session, shall not be included in any report after closed session. Additionally, a student matter shall be listed in the open session portion of the agenda with the same description and numbering system as it was on the closed session portion of the agenda.

~~Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," or "grade change appeal" without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.¶~~

~~Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918) ¶~~

~~(cf. 5125 Student Records)¶~~

~~However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.~~

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district legal counsel~~attorney~~, sheriff or chief of police, or their respective deputies, or security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas services, and electric service, or to the public's right of access to public services or public facilities. ~~(Government Code 54957)~~ Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 ~~if agreed to by a two thirds vote of the Board members present, or, if less than two thirds of the members are present, by a unanimous vote of the members present.~~ (Government Code 54956.5, 54957)

The Board may also meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. (Education Code 32281)~~Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)~~

Real Property Negotiations

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)~~The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to give grant its negotiator authority regarding the price and terms of the property on behalf of the district. (Government Code 54956.8)¶¶~~

~~Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8) For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)¶¶~~

~~Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)¶¶~~

~~When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.~~

~~If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)~~

Anticipated Litigation/Initiation of Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from, its legal counsel regarding anticipated litigation or whether to initiate litigation when pending litigation when a discussion of either the matter in open session would prejudice the Board's position in the litigation. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered to be "anticipated" when, in the Board's opinion based on the advice of its legal counsel regarding the existing facts and circumstances, there is a significant exposure to litigation against the district or against a district officer or employee based on prior or prospective activities or alleged activities during and potentially during the course and scope of that office or employment. (Government Code 54956.9)

Existing facts and circumstances are limited to the following: (Government Code 54956.9)

~~Litigation is considered pending in any of the following circumstances exist: (Government Code 54956.9)~~

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s)
2. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s)
3. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff
4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board
5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting

Each agenda item related to anticipated litigation shall only contain one such matter. For an anticipated litigation item that is anticipated based on Items #2, #3, or #5 above, the agenda item shall also include the facts or circumstances that might result in litigation, the claim or written threat of litigation, or the record of the threat. However, the agenda item shall not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on the alleged victim's behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed. (Government Code 54956.9)1. ~~Litigation to which the Board is a "party" has been initiated formally.~~

~~(Government Code 54956.9(d)(1))¶~~

~~2. A point has been reached, where in the Board's opinion based on the advice of legal counsel and on the existing facts and circumstances, there is significant exposure to litigation against the district, or the Board is meeting solely to determine whether, based~~

~~on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(d)(2), (3))¶~~

~~Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)¶~~

~~a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.¶~~

~~b. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.¶~~

~~c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.¶~~

~~d. A threat of litigation made by a person in an open meeting and on a specific matter within the responsibility of the Board.¶~~

~~e. A threat of litigation made by a person outside of an open meeting and on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.¶~~

~~3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(d)(4))¶~~

~~Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on subdivision (a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)¶¶~~

~~Agenda items related to pending litigation shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)¶¶~~

~~"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)¶¶~~

~~"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to Items #2 b e above (Government Code 54954.5)¶¶~~

~~Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)¶¶~~

~~1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.¶~~

~~2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.¶~~

~~3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.¶~~

~~— If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)~~

Existing Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding existing litigation when discussion of the matter in open session would prejudice the district's position with respect to such litigation. Litigation is considered to be "existing" when the district has been named a party to the litigation or a district officer or employee has been named a party to the litigation based on prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which involves whether an

activity is outside the course and scope of the office or employment. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Tort, Public, or Workers' Compensation Liability

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Joint Powers Agency Issues

~~The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses or workers' compensation liability incurred by a joint powers authority formed for the purpose of insurance pooling or self insurance authority of which it is a member, (Government Code 54956.95)¶¶~~

~~Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)¶¶~~

~~Following the closed session, the Board shall publicly report the disposition of joint powers agency or self insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)~~

When the board of the joint powers agency has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information **that has direct financial or liability implications for the district and that was** obtained in a closed session of the joint powers agency. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

~~The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96).~~

~~Closed session agenda items related to Conference Involving a Joint Powers Agency shall specify the closed session description used by the joint powers agency and the name of the Board member representing the district on the joint powers agency board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)~~

Review of Audit ~~Report from California State Auditor's Office~~~~Report from Bureau of State Audits~~

Upon receipt of a confidential final draft audit report from **California State Auditor's Office** and before the report has been made public~~the Bureau of State Audits~~, the Board may meet in closed session to discuss its response to that report. After public release of the report from the **California State Auditor's Office**~~Bureau of State Audits~~, any Board

meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

~~Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)¶~~

~~Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.~~

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

~~Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code requires closed session for this purpose in order to maintain the confidentiality of the assessment under review.¶~~

~~Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.¶~~

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 4218 Dismissal/Suspension/Discipline

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 4218 Dismissal/Suspension/Discipline has been presented to reflect those recommendations.

Fiscal Implication:

none

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) 4218 Dismissal/Suspension/Discipline at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED Board Policy 4218: Dismissal/Suspension/Discipline	Backup Material	1/30/2024
REDLINED BP 4218 Dismissal Suspension Discipline	Backup Material	2/1/2024

Personnel

Board Policy No. 4218 BP-Dismissal/Suspension/Discipline

Policy Adopted: December 8, 2022

Policy Reviewed: February 8, 2024

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Personnel

Board Policy No. 4218 BP-Dismissal/Suspension/Discipline

Policy Adopted: December 8, 2022

Policy Reviewed: February 8, 2024

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. ~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~ An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

~~(cf. 4216 – Probationary/Permanent Status)~~

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly ~~review process~~hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

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A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

~~(cf. 9321 Closed Session)~~

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 4113 Assignment

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 4113: Assignment has been presented to reflect those recommendations.

Fiscal Implication:

none

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) 4113: Assignment at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED Board Policy 4113 Assignment	Backup Material	2/2/2024
LINED OUT BP 4113 Assignment	Backup Material	1/30/2024

Personnel

Board Policy No. 4113 Assignment

Policy Adopted: September 2, 2010

Policy Reviewed: February 8, 2024

ASSIGNMENT

In order to serve the best interests of students and the educational program, the Superintendent or designee shall assign certificated personnel to positions for which their preparation, certification, professional experience and aptitude qualify them.

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement or board policy.

Assignment to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject.

When specifically authorized by law or regulations, the Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization, and in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's Administrator's Assignment Manual. Assignments made pursuant to Education Code 44256, 442582, and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

If at any time a certificated employee is required by the district to accept an assignment which the employee believes is not legally authorized by the employee's credential, the employee shall notify the Superintendent or designee, in writing, of the misassignment. Within 15 working days, the Superintendent or designee shall notify the employee of the legality of the assignment. If no action is taken by the district, the employee shall provide written notification to the County Superintendent of Schools. No adverse action shall be taken against an employee who files a notice of misassignment. (Education Code 44258.9)

Vacancies and Misassignments

Annually, the district shall review potential misassignments and vacant positions throughout the district. Upon receiving notification from CTC of the availability of data regarding potential misassignments and vacant positions in the district, the Superintendent shall review the data within 60 days. When necessary, the Superintendent or designee may respond by submitting additional documentation to the County Superintendent showing that an employee is legally authorized for an assignment and/or that a position identified as vacant was miscoded and a legally authorized employee is assigned to the position. (Education Code 44258.9)

If the district subsequently receives, within 90 days of CTC's initial notification, a notification from the County Superintendent indicating that a certificated employee in the district is assigned to a position for which the

employee has no legal authorization, the district shall correct the assignment within 30 calendar days.

(Education Code 44258.9)

The district shall serve as the monitoring authority for teacher assignments in any charter school it has authorized, in accordance with Education Code 44258.9-44258.10.

Any complaint alleging teacher misassignment or vacancy shall be filed and addressed through the district's procedures specified in AR 1312.4 - Williams Uniform Complaint Procedures.

The school accountability report card for each school shall include any assignment of teachers outside their subject areas of competence, misassignments, including misassignments of teachers of English learners, and the number of vacant teacher positions for the most recent three-year period. (Education Code 33126)

Equitable Distribution of Qualified and Experienced Teachers

The Superintendent or designee shall identify and address the equitable distribution of highly qualified and experienced teachers among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students.

The Superintendent or designee shall annually report to the Board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.

Strategies for ensuring equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.

Legal Reference:

EDUCATION CODE

33126 School accountability report card

35035 Additional powers and duties of superintendent

35186 Complaint process

37616 Assignment of teachers to year-round schools

44225.6 Commission report to the legislature re: teachers

44250-44277 Credentials and assignments of teachers

44314 Subject matter programs, approved subjects

44395-44398 Incentives for assigning NBPTS-certified teachers to high-priority schools

44824 Assignment of teachers to weekend classes

44955 Reduction in number of employees

GOVERNMENT CODE

3543.2 Scope of representation

CODE OF REGULATIONS, TITLE 5

6100-6126 Teacher qualifications, No Child Left Behind Act

80003-80005 Credential authorizations

80020-80020.5 Additional assignment authorizations

80335 Performance of unauthorized professional services

80339-80339.6 Unauthorized certificated employee assignment

UNITED STATES CODE, TITLE 20

6311 State plan

6319 Highly qualified teachers

6601-6651 Teacher and Principal Training and Recruiting Fund

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

Personnel

Board Policy No. 4113

Policy Adopted: September 2, 2010

Policy Reviewed: February 8, 2024

ASSIGNMENT

In order to serve the best interests of students and the educational program, the Superintendent or designee shall assign certificated personnel to positions for which their preparation, certification, professional experience and aptitude qualify them.

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement or board policy.

~~{cf. 4114—Transfers}~~

Assignment to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is not a credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject.

~~Teachers who are assigned to teach core academic subjects shall meet the requirements of the No Child Left Behind Act pertaining to teacher qualifications. (20 USC 6319, 7801; 2 CCR 6100-6126)~~

When specifically authorized by law or regulations, ~~t~~The Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization ~~when specifically authorized by law or regulations,~~ and in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's Administrator's Assignment Manual. Assignments made pursuant to Education Code 44256, 442582, and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

If at any time a certificated employee is required by the district to accept an assignment which the employee believes is not legally authorized by the employee's credential, the employee shall notify the Superintendent or designee, in writing, of the misassignment. Within 15 working days, the Superintendent or designee shall notify the employee of the legality of the assignment. If no action is taken by the district, the employee shall provide written notification to the County Superintendent of Schools. No adverse action shall be taken against an employee who files a notice of misassignment. (Education Code 44258.9)

Vacancies and Misassignments

~~The Superintendent or designee shall periodically report to the Board on any teacher assignments and vacancies, including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option. Whenever district misassignment and vacancies are reviewed by the County Superintendent of Schools or Commission on Teacher Credentialing, as applicable, the Superintendent or designee shall report the results to the Board and shall provide recommendations for remedying any identified issues.~~

Annually, the district shall review potential misassignments and vacant positions throughout the district. Upon receiving notification from CTC of the availability of data regarding potential misassignments and vacant positions in the district, the Superintendent shall review the data within 60 days. When necessary, the Superintendent or designee may respond by submitting additional documentation to the County Superintendent showing that an employee is legally authorized for an assignment and/or that a position identified as vacant was miscoded and a legally authorized employee is assigned to the position. (Education Code 44258.9)

If the district subsequently receives, within 90 days of CTC's initial notification, a notification from the County Superintendent indicating that a certificated employee in the district is assigned to a position for which the employee has no legal authorization, the district shall correct the assignment within 30 calendar days. (Education Code 44258.9)

The district shall serve as the monitoring authority for teacher assignments in any charter school it has authorized, in accordance with Education Code 44258.9-44258.10.

Any complaint alleging teacher misassignment or vacancy shall be filed and addressed through the district's procedures specified in AR 1312.4 - Williams Uniform Complaint Procedures.

The school accountability report card for each school shall include any assignment of teachers outside their subject areas of competence, misassignments, including misassignments of teachers of English learners, and the number of vacant teacher positions for the most recent three-year period. (Education Code 33126)

Equitable Distribution of Qualified and Experienced Teachers

The Superintendent or designee shall identify and address the equitable distribution of highly qualified and experienced teachers among district schools, including those with higher than average levels of low-income,

minority, and/or academically underperforming students.~~In order to ensure that highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low income, minority, and/or academically underperforming students, the Superintendent or designee shall:~~

The Superintendent or designee shall annually report to the Board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.

Strategies for ensuring equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.

- ~~1. Verify that all teachers of core academic subjects possess the qualifications of highly qualified teachers as required by NCLB or develop immediate and long term solutions for ensuring that all core academic classes will be taught by highly qualified teachers~~
- ~~2. Not assign teachers with provisional internship permits, short-term staffing permits, or credential waivers to schools that have 40 percent or higher poverty or are ranked in deciles 1-3 on the statewide Academic Performance Index~~
- ~~3. Not place interns in high poverty, low-performing schools in greater numbers than in schools with low poverty or higher academic achievement~~
- ~~4. Compare teacher retention rates across district schools and develop strategies to recruit and retain experienced and effective teachers in hard-to-staff schools~~

~~{cf. 4111 Recruitment and Selection}~~

~~The Superintendent or designee shall annually report to the Board and the California Department of Education (CDE) comparisons of teacher qualifications across district schools. When required by the CDE, the Superintendent or designee shall develop an equitable distribution plan to identify strategies for recruiting, developing, and retaining highly qualified teachers in low-performing schools. As needed, the Board may direct the Superintendent to transfer teachers to high-need schools in accordance with law and the collective bargaining agreement, and/or may align district resources to improve the skills and qualifications of teachers at those schools.~~

Legal Reference:

EDUCATION CODE

33126 School accountability report card

35035 Additional powers and duties of superintendent

35186 Complaint process

37616 Assignment of teachers to year-round schools

44225.6 Commission report to the legislature re: teachers

44250-44277 Credentials and assignments of teachers

44314 Subject matter programs, approved subjects

44395-44398 Incentives for assigning NBPTS-certified teachers to high-priority schools

44824 Assignment of teachers to weekend classes

44955 Reduction in number of employees

GOVERNMENT CODE

3543.2 Scope of representation

CODE OF REGULATIONS, TITLE 5

6100-6126 Teacher qualifications, No Child Left Behind Act

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80335 Performance of unauthorized professional services

80339-80339.6 Unauthorized certificated employee assignment

UNITED STATES CODE, TITLE 20

6311 State plan

6319 Highly qualified teachers

6601-6651 Teacher and Principal Training and Recruiting Fund

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 0410 Nondiscrimination in District Programs and Activities

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 0410 – Nondiscrimination in District Programs and Activities has been presented to reflect those recommendations.

Fiscal Implication:

none

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) Board Policy 0410 – Nondiscrimination in District Programs and Activities at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED Board Policy No. 0410 – Nondiscrimination in District Programs and Activities	Backup Material	1/30/2024
LINED OUT Board Policy No. 0410 – Nondiscrimination in District Programs and Activities	Backup Material	2/1/2024

Philosophy

Board Policy No. 0410 – Nondiscrimination in District Programs and Activities

Policy Adopted: August 22, 2019

Policy Reviewed: February 8, 2024

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, reproductive health decisionmaking, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall also be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role or contributions of an individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044 (education Code 243).

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall review annually district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated and resolved in accordance with the procedures specified in AR 1312.2 – Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on

nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, service activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy

the benefits of services, programs or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

The individual identified in AR 1312.1 – Uniform Complaint Procedures as the employee responsible for coordinating the district’s response to complaints and for complying with state and federal civil rights laws is hereby designated as the district’s ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Chief Human Relations Officer

1400 Montecito Ave, Mountain View, CA 94043

650-526-3500

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

Philosophy, Goals, Objectives and Comprehensive Plans

BP 0410 (c)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

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

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

Philosophy

Board Policy No. 0410 – Nondiscrimination in District Programs and Activities

Policy Adopted: August 22, 2019

Policy Reviewed: February 8, 2024

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities~~education~~. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on~~based on~~ race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, or~~or~~ parental status, reproductive health decisionmaking, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression~~gender or expression~~, veteran or military status, or genetic information; at~~the~~ the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual

orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall also be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role or contributions of an individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044 (education Code 243).

District programs and activities shall be free of any—be-grany racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall review annually district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier ~~that~~ that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated and resolved in accordance with the procedures specified in AR 1312.2 – Uniform Complaint Procedures.

(cf. 4030 – Nondiscrimination in Employment)

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

~~(cf. 5145.7—Sexual Harassment)~~

~~(cf. 5146—Married/Pregnant/Parenting Students)~~

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

Pursuant to 34 CFR 104.8 and 34 CFR 106.89, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web-site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~

~~(cf. 5145.6—Parental Notifications)~~

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act ([ADA](#)) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, service activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of services, programs or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

The individual identified in AR 1312.1 – Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Chief Human Relations Officer

[1400 Montecito Ave, Mountain View, CA 94043](#)

650-526-3500

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

Philosophy, Goals, Objectives and Comprehensive Plans

BP 0410 (c)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

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

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Bylaw 9321.1 Closed Session

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

The District is in the process of updating Board policies at the recommendation of the California School Board Association, Board Bylaw 9321.1 Closed Session, has been updated to reflect those recommendations

Fiscal Implication:

Recommended Action:

It is recommended that the Board of Trustees approve Board Bylaw 9321.1, Closed Session at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BB 9321.1 Closed Session	Backup Material	1/22/2024
REDLINED BB 9321.1 Closed Session	Backup Material	1/22/2024

Bylaws of the Board

Board Bylaw No. 9321.1

Bylaw Adopted: January 25, 2024

BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

Personnel Matters

PUBLIC EMPLOYEE APPOINTMENT

Government Code 54957

Title:

(Specify position to be filled)

PUBLIC EMPLOYMENT

Government Code 54957

Title:

(Specify position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code 54957

Title:

(Specify title of employee being evaluated)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code 54957

(Due to employee privacy rights, no additional information may be provided.)

SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE

Government Code 54957

(Due to employee privacy rights, no additional information may be provided.)

EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN

Government Code 54957.10

(No additional information may be provided.)

Negotiations/Collective Bargaining

CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

District-Designated Representatives:

(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee Organization:

(Specify name of employee organization with which negotiations are being held.)

or

Unrepresented Employee(s):

(Specify position of unrepresented employee(s) who are the subject of the negotiations.)

Matters Related to Students

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION

Education Code 35146

Tracking/Identification Number:

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT EXPULSION

Education Code 48912

Tracking/Identification Number:

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT GRADE CHANGE APPEAL

Education Code 49070

Tracking/Identification Number:

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

CONFIDENTIAL STUDENT MATTER

Action Under Consideration: _____

(If the Board is considering a confidential student matter other than those listed above, specify type of action.)

Tracking/Identification Number: _____

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

Security Matters

THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code 54957

Consultation With: _____

(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN

Education Code 32281

Consultation With: _____

(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: _____

(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)

District Negotiator: _____

(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Party With Whom District Is Negotiating: _____

(Specify name of party, not agent.)

Under Negotiation:
(Specify whether instruction to negotiator will concern price, terms of payment, or both.)

Anticipated Litigation/Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

(If applicable) Existing Facts And Circumstances:

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION
Initiation of litigation pursuant to Government Code 54956.9(d)(4)

(If applicable) Existing Facts And Circumstances:

Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code 54956.9(d)(1)

Name Of Case:
(Specify by reference to claimant's name, names of parties, or case or claim numbers.)

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations

Tort, Public, or Workers' Compensation Liability

LIABILITY CLAIMS
Government Code 54956.95

Name Of Claimant(s):
(Specify name, except when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)

Name Of Agency Against Which Claim Is
Made:

Joint Powers Authority Issues

INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY
IMPLICATIONS FOR DISTRICT

Government Code 54956.96

Name Of JPA: _____

Discussion Will Concern: _____

(Specify closed session description used by the JPA.)

Name Of District Representative On JPA board:

Review of Audit from State Auditor's Office

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

Government Code 54956.75

(No additional information is required.)

Review of Assessment Instruments

REVIEW OF STUDENT ASSESSMENT INSTRUMENT

Education Code 60617

(Reference resolution in which board agreed to accept the terms or conditions established by rules and regulations of the State Board of Education.)

Bylaws of the Board

Board Bylaw No. 9321.1

Bylaw Adopted: ~~date~~ May 15, 2003

BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

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(Specify position to be filled)

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Government Code 54957

Title:

(Specify title of employee being evaluated)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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(Due to employee privacy rights, no additional information may be provided.)

SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE

Government Code 54957

(Due to employee privacy rights, no additional information may be provided.)

EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN

Government Code 54957.10

(No additional information may be provided.)

Negotiations/Collective Bargaining

CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

District-Designated Representatives:

(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee Organization:

(Specify name of employee organization with which negotiations are being held.)

or

Unrepresented Employee(s):

(Specify position of unrepresented employee(s) who are the subject of the negotiations.)

Matters Related to Students

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION

Education Code 35146

Tracking/Identification Number:

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT EXPULSION

Education Code 48912

Tracking/Identification Number:

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT GRADE CHANGE APPEAL

Education Code 49070

Tracking/Identification Number:

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

CONFIDENTIAL STUDENT MATTER

Action Under Consideration: _____

(If the Board is considering a confidential student matter other than those listed above, specify type of action.)

Tracking/Identification Number: _____

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

Security Matters

THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code 54957

Consultation With: _____

(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN

Education Code 32281

Consultation With: _____

(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

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Property: _____

(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)

District Negotiator: _____

(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Party With Whom District Is Negotiating: _____

(Specify name of party, not agent.)

Under Negotiation:

(Specify whether instruction to negotiator will concern price, terms of payment, or both.)

Anticipated Litigation/Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

(If applicable) Existing Facts And Circumstances:

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Initiation of litigation pursuant to Government Code 54956.9(d)(4)

(If applicable) Existing Facts And Circumstances:

Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code 54956.9(d)(1)

Name Of Case:

(Specify by reference to claimant's name, names of parties, or case or claim numbers.)

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations

Tort, Public, or Workers' Compensation Liability

LIABILITY CLAIMS

Government Code 54956.95

Name Of Claimant(s):

(Specify name, except when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)

Name Of Agency Against Which Claim Is

Made:

Joint Powers Authority Issues

INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY
IMPLICATIONS FOR DISTRICT
Government Code 54956.96

Name Of JPA: _____

Discussion Will Concern: _____

(Specify closed session description used by the JPA.)

Name Of District Representative On JPA board:

Review of Audit from State Auditor's Office

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

Government Code 54956.75

(No additional information is required.)

Review of Assessment Instruments

REVIEW OF STUDENT ASSESSMENT INSTRUMENT

Education Code 60617

(Reference resolution in which board agreed to accept the terms or conditions established by rules and regulations of the State Board of Education.)

~~CLOSED SESSION ACTIONS AND REPORTS¶¶~~

~~¶¶~~

~~The Governing Board may hold closed sessions only for purposes identified in law. The Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law. (Government Code 54956.5, 54957.7, 54962)¶¶~~

~~¶¶~~

~~(cf. 9320 Meetings and Notices)¶¶~~

~~(cf. 9322 Agenda/Meeting Materials)¶¶~~

~~¶¶~~

~~The agenda shall contain a brief general description of all closed session items to be discussed. (Government Code 54954.2)¶¶~~

~~¶¶~~

~~The Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)¶¶~~

~~¶¶~~

~~No agenda, notice, announcement or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed. (Government Code 54961)¶¶~~

~~¶¶~~

~~In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)~~

~~¶~~

~~(cf. 9011—Disclosure of Confidential/Privileged Information)~~

~~¶~~

~~Personnel Matters~~

~~¶~~

~~The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline or dismissal of an employee. The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, unless the employee requests an open session. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)~~

~~¶~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

~~¶~~

~~The Board may hold closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)~~

~~¶~~

~~Agenda items related to public employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)~~

~~¶~~

~~Negotiations/Collective Bargaining~~

~~¶~~

~~Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)~~

~~¶~~

~~1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization~~

~~¶~~

~~2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process~~

~~¶~~

~~3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator~~

~~¶~~

~~4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives~~

~~¶~~

~~(cf. 4143.1/4243.1—Public Notice—Personnel Negotiations)~~

¶

~~The Board may meet in closed session with the Board's designated representative regarding employee salaries, salary schedules or compensation paid in the form of fringe benefits of its represented and unrepresented employees. These closed sessions may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. (Government Code 54957.6)¶~~

¶

~~Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. (Government Code 54957.6)¶~~

¶

~~For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation. (Government Code 54957.6)¶~~

¶

~~For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)¶~~

¶

~~The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these proceedings. (Government Code 54957.6)¶~~

¶

~~Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)¶~~

¶

~~Matters Related to Students¶~~

¶

~~The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, against a student when a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49073-49079)¶~~

¶

~~(cf. 5144—Discipline)¶~~

¶

~~The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)¶~~

¶

~~(cf. 5144.1—Suspension and Expulsion/Due Process)¶~~

~~(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))¶~~

¶

~~Agenda items related to student matters shall briefly describe the reason for the closed session, such as “student expulsion hearing,” “grade change appeal,” without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.¶~~

¶

~~(cf. 5125—Student Records)¶~~

¶

~~Security Matters¶~~

¶

~~The Board may meet in closed session with the Attorney General, district attorney, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. (Government Code 54957)¶~~

¶

~~The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)¶~~

¶

~~Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)¶~~

¶

~~Conference with Real Property Negotiator¶~~

¶

~~The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of the property. (Government Code 54956.8)¶~~

¶

~~Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)¶~~

¶

~~For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)¶~~

¶

~~Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)~~

~~¶~~

~~Pending Litigation~~

~~¶~~

~~If approval is given to legal counsel to settle pending litigation and if final approval rests with the other party or with the court, the district shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)~~

~~¶~~

~~Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)~~

~~¶~~

~~Litigation is considered "pending" when any of the following circumstances exist.~~

~~¶~~

~~1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))~~

~~¶~~

~~2. A point has been reached where, in the Board's opinion based on the advice of legal counsel and on the existing facts and circumstances, there is a significant exposure to litigation against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))~~

~~¶~~

~~3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))~~

~~¶~~

~~"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following: (Government Code 54956.9)~~

~~¶~~

~~1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.~~

~~¶~~

~~2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.~~

~~¶~~

~~3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.~~¶¶

~~¶¶~~

~~4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.~~¶¶

~~¶¶~~

~~5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.~~¶¶

~~¶¶~~

~~The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.~~¶¶

~~¶¶~~

~~Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)~~¶¶

~~¶¶~~

~~Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)~~¶¶

~~¶¶~~

~~"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)~~¶¶

~~¶¶~~

~~"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))~~¶¶

~~¶¶~~

~~JPA/Self Insurance Claims~~¶¶

~~¶¶~~

~~The Board may meet in closed session to discuss a claim against a joint powers authority or self insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)~~¶¶

~~¶¶~~

~~Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)~~¶¶

¶

Review of Assessment Instruments¶

¶

~~The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review.~~

~~(Education Code 60617)¶~~

¶

~~Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.~~

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 1312.2 Uniform Complaint Procedures

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 1312.2 Uniform Complaint Procedures has been presented to reflect those recommendations.

Fiscal Implication:

none

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP)1312.2 Uniform Complaint Procedures at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 1312.2 Uniform Complaint Procedures	Backup Material	1/30/2024
LINED OUT BP 1312.2 Uniform Complaint Procedures	Backup Material	1/30/2024

Community Relations

Board Policy No. 1312.2 Uniform Complaint Procedures

Policy Adopted: May 20, 2021

Policy Reviewed: February 8, 2024

Uniform Complaint Procedures

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

Complaint subject to UCP

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

1. Accommodations for Pregnant and Parenting Pupils (Education Code 46015)
2. Adult Education Programs (Education Code 8500–8538, 52334.7, 52500–52617)3. After School Education and Safety Programs (Education Code 8482-8484.65)4. Agricultural Career Technical Education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)6. Child care and development programs (Education Code 8200-8488)
7. Compensatory Education (Education Code 54400)Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course Periods without Educational Content (Education Code 51228.1-51228.3)10.

Discrimination, harassment, intimidation, or bullying ins district programs and activities, include in those programs and activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration, status, ethnic group, identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200, or 220, Government Code 1135, or Penal code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610). Discrimination includes, but is not limited to, the Board's refusal to approve the use, or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book, or other resource in the school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI) (Education Code 243)

11. Educational and graduation requirements for students in foster care, pupils students experiencing homelessness, students from military families and students formerly in a Juvenile Court school, students who are migratory, and students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq)13. Local control and accountability plans (LCAP) (Education Code 52075)

14.Migrant Education (Education Code 54440-54445)15. Physical Education Instructional Minutes

(Education Code 51210, 51222, 51223)

16. Student Fees (Education Code 49010-49013) 17. Reasonable Accommodations to a lactating Student (Education Code 222)

18. Regional Occupational Centers and Programs (Education Code 52300-52334.7)

19. Schools Plans for Students Achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

20. School Site Councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000) 21. State Preschool programs (Education Code 8207-8225)

22. State Preschool Health and Safety Issues In license exempt programs (Education Code 8212)

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

24. Any state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

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

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

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

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

Non UPC Complaints

The following complaints shall not be subject to the District's UCP but shall be investigated and resolved by the specified agencies or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall. For licensed facilities, be referred to the Department of Social Services (5 CCR 4611).
3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department.
5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with

Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education.

(5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Williams [Uniform Complaint Form \(Español\)](#)

[Uniform Complaint Form \(Español\)](#)

Legal References

20 United States Code [20 U.S.C.) Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Codes [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538

17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315,

35161, 35186, 46615, 48645.7, 48853, 48853.5, 48987, 4961649613, 49669.5, 49531, 49556,

51216, 51222, 51223, 51225.1-3, 51228.1-51228.3, 52659, 52675, 52366-

52462, 52334.7, 52355, 52451, 52466-52462, 52566-52617, 54446-54445, 54445, 56166(a),

56100j), 66616, 64661, 65666.

California Government Code [GC] Sections 11135, 11136, 12966

California Penal Code [PC] Section 422.55, 11166

California Code of Regulations (CCR) Sections 4666-4646, 4696-4694

Community Relations

Board Policy No. 1312.2 Uniform Complaint Procedures

Policy Adopted: May 20, 2021

Policy Reviewed: February 8, 2024

Uniform Complaint Procedures

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by Mountain View Whisman School District of federal or state laws or regulations governing educational programs.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A ^[1] UCP complaint filed on behalf of an individual student may only be filed by that student or that student's duly authorized representative.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations. Including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

~~If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.~~

~~The Mountain View Whisman School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the board.~~

~~According to state and federal codes and regulations, the programs and activities subject to the UCP are:~~

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

Complaint subject to UCP

~~The district's uniform, complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities~~

- ~~1. ↗Accommodations for Pregnant and Parenting Pupils (Education Code 46015)~~
- ~~2. ↗Adult Education Programs (Education Code 8500-8538, 52334.7, 52500-52617)~~
- ~~3. ↗After School Education and Safety Programs (Education Code 8482-8484.65)~~
- ~~4. ↗Agricultural Career Technical Education (Education Code 52460-52462)~~
- ~~5. ↗Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)~~
- ~~6. ↗Child care and development programs (Education Code 8200-8488)~~

7. →Compensatory Education (Education Code 54400)

8. →Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. →Course Periods without Educational Content (Education Code 51228.1-51228.3)

10. →Discrimination, harassment, intimidation, or bullying ins district programs and activities, include in those programs and activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration, status, ethnic group, identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200, or 220, Government Code 1135, or Penal code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)., in any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.

Discrimination includes, but is not limited to, the Board's refusal to approve the use, or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book, or other resource in the school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in

addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI) (Education Code 243)

11. Educational and graduation requirements for ~~students~~pupils in foster care, pupils ~~students~~who ~~experiencing are~~ homelessness, ~~students~~pupils from military families and ~~students~~pupils formerly in a Juvenile Court ~~school~~, students who are migratory, and students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2) ~~now enrolled in a school district~~

12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq)

~~13.~~ Local control and accountability plans (LCAP) (Education Code 52075)

14. Migrant Education (Education Code 54440-54445)

15. Physical Education Instructional Minutes (Education Code 51210, 51222, 51223)

16. ~~Pupil~~ Student Fees (Education Code 49010-49013)

17. Reasonable Accommodations to a lactating ~~Student~~Pupil (Education Code 222)

18. Regional Occupational Centers and Programs (Education Code 52300-52334.7)

19. Schools Plans for Students Achievement ~~as required for the consolidated application for specified federal and/or state categorical funding~~ (Education Code 64001)

~~20. School Safety Plans~~

20. School Site Councils ~~as required for the consolidated application for specified federal and/or state categorical funding~~ (Education Code 65000)

21. State Preschool ~~programs~~ (Education Code 8207-8225)

22. State Preschool Health and Safety Issues In ~~license exempt programs~~ (Education Code 8212)~~IEAs Exempt from licensing~~

And any other state or federal educational program the state Superintendent of Public

~~Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.~~

~~23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy~~

~~24. Any state or federal educational program the SPI or designee deems appropriate~~

~~The programs and activities subject to the UCP in which the Mountain View Whisman School District operates are:~~

- ~~•Accommodations for Pregnant and Parenting Pupils~~
- ~~•After School Education and Safety~~
- ~~•Child care and development programs~~
- ~~•Compensatory Education~~
- ~~•Consolidated categorical aid programs~~
- ~~•Course Periods without Educational Content~~
- ~~•Discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. In any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.~~
- ~~•Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in juvenile Court now enrolled in a school~~

district

- Every Student Succeeds Act
- Local control and accountability plans (ICAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a lactating Pupil
- School Plans for Student Achievement
- School Safety Plans
- School Site Councils
- State Preschool

And any other state or federal educational program the state Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint

alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

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

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

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

Non UPC Complaints

The following complaints shall not be subject to the District's UCP but shall be investigated and resolved by the ~~be referred to the~~ specified agencies or through an alternative process ~~for appropriate resolution and are not subject to the our UCP complaint procedures set forth in this~~

document:

1. ~~(a) Any complaint alleging Allegations of~~ child abuse ~~or neglect~~ shall be referred to the ~~applicable~~ County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency. ~~(5 CCR 4611)~~

2. ~~(b) Any complaint alleging h~~Health and safety ~~violations by a child development program shall.~~
~~For licensed facilities, be referred to the Department of Social Services (5 CCR 4611).complaints~~
~~regarding licensed facilities operating a Child~~
~~Development Program shall be referred to DSS.~~

3. ~~Any complaint alleging that a student, while in an education program or activity in which the~~
~~district exercises substantial control over the context and respondent, was subjected to sexual~~
~~harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX~~
~~complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative~~
~~Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

4. ~~Any complaint alleging employment discrimination or harassment shall be investigated and~~
~~resolved by the district in accordance with the procedures specified in Administrative Regulation~~
~~4030 - Nondiscrimination in Employment, including the right to file the complaint with the~~
~~California Civil Rights Department.~~

5. ~~Any complaint alleging a violation of a state or federal law or regulation related to special~~
~~education, a settlement agreement related to the provision of a free appropriate public~~
~~education (FAPE), failure or refusal to implement a due process hearing order to which the~~
~~district is subject, or a physical safety concern that interferes with the district's provision of FAPE~~

shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Williams [Uniform Complaint Form \(Español\)](#)

[Uniform Complaint Form \(Español\)](#)

~~(c) Employment discrimination complaints shall be sent to the state Department of Fair Employment and Housing (DFEH). the complainant shall be notified in writing in a timely manner of any DFEH transferal.~~

The Responsibilities of Mountain View Whisman School District

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with the our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of the our UCP complaint procedures.

This notice may be made available on our website and shall include the following:

- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate;

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Tara Vikjord, Chief Human Relations Officer

Mountain View Whisman School District

1400 Montecito Avenue

650-526-3553

tvikjord@mvwsd.org

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the ICAP or annual update that we adopted. An ICAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not

limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Mountain View Whisman School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first

obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law
- corrective actions if we find merit in a complaint;
 - including complaints of Pupil Fees: ICAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
 - for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
 - With respect to a pupil fees complaint, corrective actions shall include a remedy where in good faith, by engaging in reasonable efforts, an attempt to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process

An appeal is a written and signed request by the complainant to the CDE seeking review of an IEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The Mountain View Whisman School District failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.^[2]

Legal References

20 United States Code [20 U.S.C.] Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Codes [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031,

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538

17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315,

35161, 35186, 46615, 48645.7, 48853, 48853.5, 48987, 4961649613, 49669.5, 49531, 49556,

51216, 51222, 51223, 51225.1-3, 51228.1-51228.3, 52659, 52675, 52366-

52462, 52334.7, 52355, 52451, 52466-52462, 52566-52617, 54446-54445, 54445, 56166(a),

56100j), 66616, 64661, 65666.

California Government Code [GC] Sections 11135, 11136, 12966

California Penal Code [PC] Section 422.55, 11166

California Code of Regulations (CCR) Sections 4666-4646, 4696-4694

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 4216 Probationary Permanent Status

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 4216: Probationary/Permanent Status has been presented to reflect those recommendations.

Fiscal Implication:

none

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) 4216: Probationary/Permanent Status at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 4216 Probationary Permanent Status	Backup Material	2/1/2024
LINED OUT BP 4216 Probationary Permanent Status	Backup Material	2/1/2024

Personnel

Board Policy No. 4216: Probationary/Permanent Status

Policy Adopted: December 12, 2019

Policy Reviewed: February 8, 2024

PROBATIONARY/PERMANENT STATUS

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district, may without cause, dismiss an employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he/she was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Personnel

Board Policy No. 4216: Probationary/Permanent Status

Policy Adopted: December 12, 2019

Policy Reviewed: February 8, 2024

PROBATIONARY/PERMANENT STATUS

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period. ~~Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed nine (9) months of probationary service. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.~~

Probationary employees shall receive written performance evaluations by their supervisor ~~at least once~~ during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district, may without cause, dismiss an employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he/she was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Strategic Plan Update on District Standards

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

A team of directors, principals, and the CBO met to discuss district furniture and technology classroom standards. As part of the Strategic Plan 2027 in Goal area #5, Equitable distribution of resources that support student success, staff worked to create furniture and technology standards so every staff member could identify district standards inside classrooms.

Over time, some school sites have purchased furniture to supplement what is provided. When a new teacher arrives, what should be in the classroom has not always been clear, leading to some new teachers having too much furniture and others not having enough.

Additionally, having clear guidelines for when furniture should be replaced helps create equity across the district. After completing site walkthroughs, it was evident that some schools had new furniture and other sites had furniture that needed to be removed.

During COVID, technology standards changed rapidly for the elementary grades. As a district, we have decided to continue with a 1:1 environment with a replacement schedule outlined in the document. During COVID all teachers were also issued iPads and the district will continue with that practice.

The team worked asynchronously and had check-in meetings on November 13, 2023, November 7, 2023, October 27, 2023, August 22, 2023, and January 12, 2023.

On February 6th the standards were reviewed with principals, assistant principals, directors, and coordinators. The documents are currently posted to the Intranet for staff access. The next step is for principals to share the standards with their staff.

Fiscal Implication:

None.

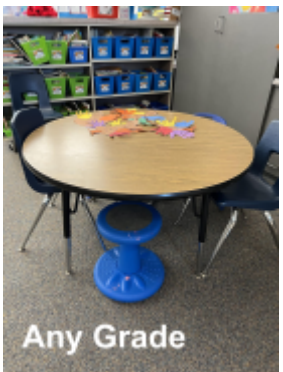
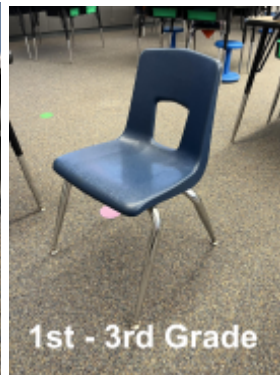
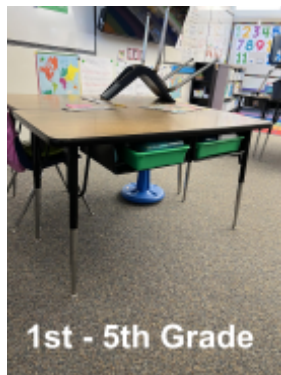
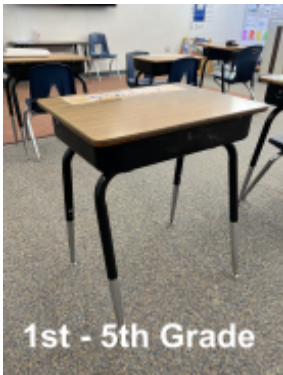
Recommended Action:

No action required.

ATTACHMENTS:

Description	Type	Upload Date
District Standards Update	Backup Material	1/31/2024

Mountain View Whisman School District Classroom Furniture Standards



All Teachers

Standard classroom list of furniture

- Student desk - 1 per student
- Student chair Plus 5 chairs for the activity table
- Teachers desk & Chair
- Group table - horseshoe, round, rectangle
- 1 trashcan & 1 recycle bin
- 4 foot presentation table - **optional**
- Front door mat 3x5
- Activity rug Provided by the site for TK-1st grade

Preschool

- Cubbies
- Rectangle table 60"
- Round table 30" & 42"
- Easel
- Classroom shelves
- Kitchen set
- Sand / Water table
- Horseshoe Teaching table
- Stacking chairs 11 ½
- Bookstand
- Activity rug
- Front door mat

TK

- 4, 5 or 6 foot Tables
- 4 or 6 small chairs per table
- Activity table with 4, 5 or 6 chairs - **optional**
- Activity Rug
- Teachers desk & chair
- 1 trash can and 1 recycle bin
- 4 foot presentation table - **optional**
- Front door mat 3x5

Kindergarten

- 6 foot rectangle table
- 6 Kinder chairs per table
- Round or horseshoe table plus 6 chairs - **optional**
- Activity rug Provided by the site TK-1st grade

- Teachers desk & chair
- 1 trash can and 1 recycle bin
- 4 foot presentation table - **optional**
- Front door mat 3x5

Grade 1 - 5

- Student desks - 1 per student
 - Single desk or double desk
- Student chair
- Teachers desk
- Teacher chair
- Group table with chairs - horseshoe, round, rectangle - **optional**
- 1 trash can and 1 recycle bin
- 4 foot presentation table - **optional**
- Front door mat 3x5

Grade 6, 7 & 8

- Student desks - 1 per student
 - Single desk or sled desk
- Student chair
- Teachers desk
- Teacher chair
- Group table with chairs - horseshoe, round, rectangle - **optional**
- 1 trash can and 1 recycle bin
- 4 foot presentation table - **optional**
- Front door mat 3x5

If additional furniture is needed. The district will provide it to them if available. Custom furniture to be purchased by site.

Furniture that should not be in Classrooms:

- No couches, recliners or big fabric chair
- Additional furniture must be approved by the Site Admin, Director of M.O.T and **MUST BE** fire rated.
- Bean bag chairs
- Pillows
- Anything fabric that isn't fire resistant
- Excessive paper on walls (Fire Hazard)

Examples of Furniture that should be replaced:

- Deep gouges or holes in the table top or seat that may cause a sharp edge
- Explicit words, pics or comments carved in.
- Missing, broken or malfunctioning parts of the furniture
 - Broken leg or foot
 - Slamming table top
 - Chair basket missing
 - Broken welds
 - Missing tops
- Excessive rust

Furniture color standard:

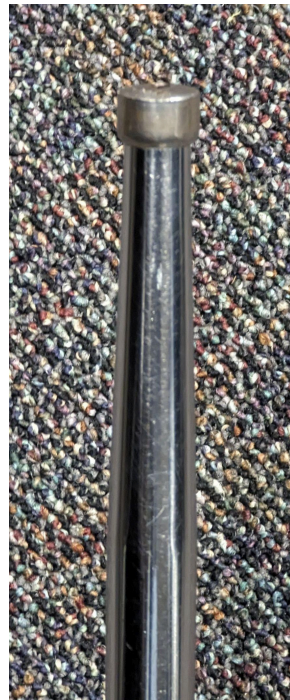
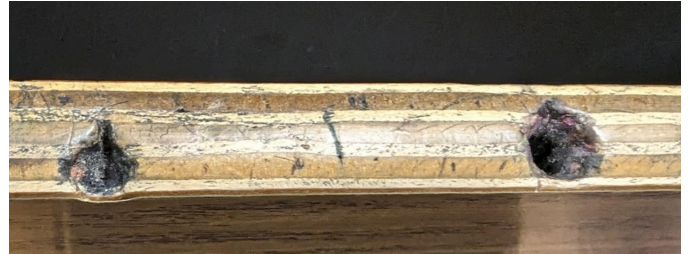


Desks & Table tops



Chair Color

Examples of damage to furniture that would be taken out of the room:





Classroom

Audio/Video equipment:

- 75 inch or larger commercial TV
- Kramer VIA presentation device
- FrontRow CB6000 Touch-based control panel
- FrontRow amplifier (models vary)
- FrontRow speakers (models vary)
- FrontRow pendant teacher microphone
- FrontRow wall-mounted classroom microphone

Teacher assigned equipment:

- Apple laptop
- Apple iPad

Additional equipment:

- Poly VOIP phone

Student Technology

- All students in K-8 are assigned a Chromebook
- New Chromebooks are issued to Kinder and 5th grade students

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Mountain View Whisman School District Staff Housing Project - Change Order No. 10, Palisade Builders

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

During the staff housing project, unforeseen conditions, jurisdictional requirements, and owner-requested changes have resulted in the use of the Owners' Contingency for this project and the project is now at the point where the Developers' Contingency is being used to fund these additional changes. Change Order No. 10 will decrease the District's contract with Palisade Builders by \$492,501.81.

Change Orders No. 1 and No. 2 for this project were no cost contingency adjustments.

Change Order No. 3 for \$283,852 increased the contract amount to \$68,071,138.55.

Change Orders No. 4, No. 5, and No. 6 for this project were no cost contingency adjustments. Change Order No. 7 for \$131,762.79 increased the contract amount to \$68,202,901.34. Change Order No. 8 for \$215,606.99 increased the contract amount to \$68,418,508.33.

Change Order No. 9 for this project was a no-cost contingency adjustment.

Change Order No. 10 for (\$492,501.81) will decrease the contract amount to \$67,926,006.52.

Fiscal Implication:

None. This contract is charged to Measure T.

Recommended Action:

It is recommended that the Board of Trustees approve Change Order No. 10 for Palisade Builders for the Staff Housing Project.

ATTACHMENTS:

Description	Type	Upload Date
Change Order No. 10- Mountain View Whisman School District Staff Housing Project, Palisade Builders	Backup Material	1/31/2024



Palisade Builders, Inc.
900 E. Hamilton Avenue, Suite 140
Campbell, California 95008
Phone: +14084297700

Project: 2800 - 777 W. Middlefield - Building C
669 N. Shoreline Blvd.
Mountain View, California 94043
Phone: 408-429-7700

Prime Contract Change Order #010: CE #117 - Subcontractor Default Insurance Dispute Resolution

TO:	Mountain View Whisman School District 1400 Montecito Avenue Mountain View, California 94043	FROM:	Palisade Builders, Inc. 900 E. Hamilton Ave, Suite 140 Campbell, California 95008
DATE CREATED:	1/04/2024	CREATED BY:	Hesham Naja (Palisade Builders, Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Building C Prime Contract	TOTAL AMOUNT:	(\$492,501.81)

DESCRIPTION:

CE #117 - Subcontractor Default Insurance Dispute Resolution

Per the mediation agreement reached on 12/4 between Palisade Builders and Mountain View Whisman School District, the budget of \$642,501.81 for Subcontractor Default Insurance will be deducted from the contract budget. \$150,000.00 will be added to the Contractor's Overhead and Profit and the remaining \$492,501.81 will be removed from the contract. The \$150,000 transferred to Contractor's Overhead and Profit to be billed and paid at the first draw after this change order's approval.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
070	CE #117 - Subcontractor Default Insurance Dispute Resolution		(\$492,501.81)
Total:			(\$492,501.81)

CHANGE ORDER LINE ITEMS:

PCO # 070: CE #117 - Subcontractor Default Insurance Dispute Resolution

#	Budget Code	Description	Amount
1	01-01040.O SUB CONTRACTOR DEFAULT INSURANCE	Line Reductions	\$(642,501.81)
2	90-90000.O OVERHEAD AND PROFIT (4.9%)	PBI	\$150,000.00
Grand Total:			\$(492,501.81)

The original (Contract Sum)	\$67,787,286.85
Net change by previously authorized Change Orders	\$631,221.48
The contract sum prior to this Change Order was	\$68,418,508.33
The contract sum would be changed by this Change Order in the amount of	(\$492,501.81)
The new contract sum including this Change Order will be	\$67,926,006.52
The contract time will not be changed by this Change Order.	



Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, California 94043

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell, California 95008

DATE _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 3311 Bids

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

In order to ensure transparency and the prudent expenditure of public funds, the Board, Superintendent or designee shall award contracts in an objective manner and in accordance with law.

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) 3311 Bids, at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Redlined Board Policy (BP) 3311 Bids	Backup Material	2/1/2024
Updated Board Policy (BP) 3311 Bids	Backup Material	2/1/2024

Business Operations

Board Policy No. 3311, Bids

Policy Adopted: April 6, 2017

Policy Revised: February 8, 2024

In order to ensure transparency and the prudent expenditure of public funds, the Board of Education (Board), Superintendent or designee shall award contracts in an objective manner and in accordance with law.

~~The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. In leasing or~~ The District shall purchase purchasing equipment, materials, supplies, or services using competitive bidding when required by law and in accordance with statutory requirements for bidding and bidding procedures. In those circumstances where the law does not require competitive bidding, the Board may request that a contract be competitively bid for the district and when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that if it is in the best interest of the district, such leases and purchases shall be made using competitive bidding to do so.

Public works projects will be awarded consistent with this Board Policy 3311.

~~The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.~~

~~No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4. (Public Contract Code 20116)~~
~~When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work. The Superintendent or designee shall develop the procedures to be used for rating bidders for award of contracts which, by law or Board policy, require prequalification. The procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.~~

~~(cf. 9270 – Conflict of Interest)~~

~~Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)~~

When the Board has determined that it is in the best interest of the district, the district Board may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118.)

To ensure that good value is received for funds expended, specifications shall be carefully designed and shall describe in detail the quality, delivery and service required.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation. Prequalification of all general contractors and electrical, mechanical, and plumbing subcontractors for public projects will be done when required by law.

(cf. 9270 - Conflict of Interest)

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

Legal Reference

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act

17406 Lease-leaseback contract

17595 Purchase of supplies through Department of General Services

17602 Purchase of surplus property from federal agencies

38083 Purchase of perishable foodstuffs and seasonable commodities

38110-38120 Apparatus and supplies

39802 Transportation services

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act

17406 Lease-leaseback contract

17595 Purchase of supplies through Department of General Services

17602 Purchase of surplus property from federal agencies

38083 Purchase of perishable foodstuffs and seasonable commodities

38110-38120 Apparatus and supplies

39802 Transportation services

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts

4330-4334 Preference for California-made materials

~~6252~~ 7920.000, et seq. Definition of public record

53060 Special services and advice

54201-54205 Purchase of supplies and equipment by local agencies

PUBLIC CONTRACT CODE

1102 Emergencies

2000-2002 Responsive bidders

3000-3010 Roofing projects

3400 Bids, specifications by brand or trade name not permitted

3410 United States produce and processed foods

6610 Bid visits

12200 Definitions, recycled goods, materials and supplies

20101-20103.7 Public construction projects, requirements for bidding

20103.8 Award of contracts

20107 Bidder's security

20111-20118.4 Contracting by school districts

20189 Bidder's security, earthquake relief

22002 Definition of public project

22030-22045 Alternative procedures for public projects (UPCCAA)

22050 Alternative emergency procedures

22152 Recycled product procurement

Business Operations

Board Policy No. 3311, Bids

Policy Adopted: April 6, 2017

Policy Revised: February 8, 2024

In order to ensure transparency and the prudent expenditure of public funds, the Board of Education (Board), Superintendent or designee shall award contracts in an objective manner and in accordance with law.

The District shall purchase equipment, materials, supplies, or services using competitive bidding when required by law and in accordance with statutory requirements for bidding and bidding procedures. In those circumstances where the law does not require competitive bidding, the Board may request that a contract be competitively bid if it is in the best interest of the district to do so.

Public works projects will be awarded consistent with this Board Policy 3311.

When the Board has determined that it is in the best interest of the district, the Board may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118.)

To ensure that good value is received for funds expended, specifications shall be carefully designed and shall describe in detail the quality, delivery and service required.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation. Prequalification of all general contractors and electrical, mechanical, and plumbing subcontractors for public projects will be done when required by law.

(cf. 9270 - Conflict of Interest)

Legal Reference

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act

17406 Lease-leaseback contract

17595 Purchase of supplies through Department of General Services

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38110-38120 Apparatus and supplies

39802 Transportation services

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

17406 Lease-leaseback contract

17595 Purchase of supplies through Department of General Services

17602 Purchase of surplus property from federal agencies

38083 Purchase of perishable foodstuffs and seasonable commodities

38110-38120 Apparatus and supplies

39802 Transportation services

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts

4330-4334 Preference for California-made materials

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20101-20103.7 Public construction projects, requirements for bidding

20103.8 Award of contracts

20107 Bidder's security

20111-20118.4 Contracting by school districts

20189 Bidder's security, earthquake relief

22002 Definition of public project

22030-22045 Alternative procedures for public projects (UPCCAA)

22050 Alternative emergency procedures

22152 Recycled product procurement

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6159 Individualized Education Program

Estimated Time:

Person Responsible: Karin Jinbo, Director of Student Support Services and Special Education

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 6159 Individualized Education Program has been presented to reflect those recommendations.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) 6159 Individualized Education Program at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 6159 Individualized Education Program	Backup Material	2/1/2024
REDLINED BP 6159 Individualized Education Program	Backup Material	2/1/2024

Instruction

Board Policy No. 6159

Policy Adopted: March 20, 2000

Policy Reviewed: February 5, 2024

INDIVIDUALIZED EDUCATION PROGRAM

The Governing Board desires to provide full educational opportunities to all students with disabilities. Students with disabilities shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code,

5 CCR 3021-3029, Identification, referral and assessment

5 CCR 3040-3043, Instructional planning and the individualized education program

5 CCR 3051-3053, Implementation of the individualized education program

5 CCR 853-853.5, State assessments; accommodations

Education Code,

Ed. Code 46392, Emergencies

Ed. Code 51225.3, High school graduation requirements

Ed. Code 56040.3, Availability of assistive technology device

Ed. Code 56055, Rights of foster parents pertaining to foster youth's education

Ed. Code 56136, Guidelines for low incidence disabilities areas

Ed. Code 56195.8, Adoption of policies

Ed. Code 56321, Notice of parental rights; consent of parents

Ed. Code 56321.5, Notice to include right to electronically record

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

Ed. Code 56340.1-56347, Instructional planning and individualized education program

Ed. Code 56350-56354, IEP for visually impaired students

Ed. Code 56380, IEP reviews; notice of right to request

Ed. Code 56390-56392, Recognition for educational achievement; special education

Ed. Code 56500-56509, Procedural safeguards

Ed. Code 60640-60648.5, California Assessment of Student Performance and Progress

Fam. Code 6500-6502, Age of majority

Gov. Code 7572.5, Seriously emotionally disturbed child; expanded IEP team

W&I Code 300, Minors subject to jurisdiction

W&I Code 601, Minors habitually disobedient

W&I Code 602, Minors violating law; ward of court

Federal Code,

20 USC 1232g, Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482, Individuals with Disabilities Education Act

34 CFR 300.1-300.818, Individuals with Disabilities Education Act

Management Resources,

Attorney General Opinion, 85 Ops.Cal.Atty.Gen. 157 (2002)

California Department of Education Publications, California Practitioners' Guide for Educating English Learners with Disabilities, July 2019

California Department of Education Publications, Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)

Court Decision, Endrew F. v. Douglas County School District Re-I, 137 S. Ct. 988

Court Decision, Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773

Court Decision, Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773

Court Decision, Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398

Court Decision, Schaffer v. Weast (2005) 125 S. Ct. 528

Court Decision, Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072

Website, CSBA District and County Office of Education Legal Services

Website, U.S. Department of Education, Office of Special Education and Rehabilitative Services

Website, California Department of Education

Cross References,

0200, Goals For The School District

0430, Comprehensive Local Plan For Special Education

0430, Comprehensive Local Plan For Special Education

0450, Comprehensive Safety Plan

0450, Comprehensive Safety Plan

0460, Local Control And Accountability Plan

0460, Local Control And Accountability Plan

0470, COVID-19 Mitigation Plan

1312.3, Uniform Complaint Procedures

1312.3, Uniform Complaint Procedures

1312.3-E(1), Uniform Complaint Procedures

1312.3-E(2), Uniform Complaint Procedures

3250, Transportation Fees

3250, Transportation Fees

3541, Transportation Routes And Services

3541.2, Transportation For Students With Disabilities

3555, Nutrition Program Compliance

3555-E(1), Nutrition Program Compliance

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

4112.23, *Special Education Staff*
5113.11, *Attendance Supervision*
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INDIVIDUALIZED EDUCATION PROGRAM

The ~~Governing~~ Board of Trustees desires to provide full educational opportunities to all ~~alternatives that afford~~ students with disabilities. ~~full educational opportunities.~~ Students with disabilities shall receive a free, appropriate public education (FAPE) and, to the maximum extent possible, shall be educated ~~be placed~~ in the least restrictive environment with nondisabled students. ~~which meets their needs to the extent provided by law.~~

For each student with disabilities, ~~The Superintendent or designee shall develop administrative regulations regarding the appointment of the an individualized education program team (IEP), the contents of the IEP and the development, review and revision of the IEP.~~ Shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revisions processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

~~To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055).~~

~~Students with disabilities may be placed in the least restrictive environment which meets their needs. The Governing Board provides a full range of educational alternatives to facilitate this placement so that these students may interact with students without disabilities in an understanding, cooperative and mutually respectful environment. Students may be placed outside of the regular classroom only when the student's specific needs cannot be met in that setting.~~

~~Upon the identification of a student's disabilities, the Superintendent or designee shall appoint an individualized education program (IEP) team. This team shall consider the student's needs, determine the content of his/her IEP and make placement decisions. Students and parents/ guardians shall have the right to participate in the development of the IEP.~~

~~The IEP team shall consider the educational and nonacademic benefits of placing the student in a regular class and shall determine what support services would be needed in order to maintain this placement. All placement decisions shall promote maximum social interaction between students with disabilities and their nondisabled peers, in a manner that is appropriate to the needs of each.~~

~~Each IEP shall be consistent with the curriculum and course of study pursued in the regular education program. Students with disabilities shall also receive instruction which fosters their independence and integration into the community.~~

~~Students and parents/guardians shall have the right to approve the student's placement in a special education program, and written parental consent shall be obtained before any such placement is made unless a due process hearing officer authorizes the placement. Once an IEP team has determined an appropriate placement with the parent/guardian's approval, that placement remains in effect unless the parties agree otherwise or a due process hearing officer so orders.~~

~~A special education or regular education teacher may request a review of the classroom assignment of an individual with disabilities in accordance with procedures set forth in administrative regulations.~~

~~(cf. 0430 - Comprehensive Local Plan for Special Education)~~

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~(cf. 3541.2 - Transportation for Students with Disabilities)~~

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

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

~~(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)~~

~~(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)~~

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

~~Legal Reference:~~

~~EDUCATION CODE~~

~~51225.3 - Requirements for high school graduation and diploma~~

~~56055 - Rights of foster parents pertaining to foster child's education~~

~~56136 - Guidelines for low incidence disabilities areas~~

~~56195.8 - Adoption of policies~~

~~56321 - Development or revision of IEP~~

~~56321.5 - Notice to include right to electronically record~~

~~56340.1-56346 - Instructional planning and individualized education program~~

~~56350-56352 - IEP for visually impaired students~~

~~56380 IEP reviews; notice of right to request~~
~~56390-56393 Certificate of completion, special education~~
~~56500-56508 Procedural safeguards~~
~~60640-60649 Standardized Testing and Reporting Program~~
~~60850 High school exit examination, students with disabilities~~
~~FAMILY CODE~~
~~6500-6502 Age of majority~~
~~GOVERNMENT CODE~~
~~7572.5 Seriously emotionally disturbed child, expanded IEP team~~
~~WELFARE AND INSTITUTIONS CODE~~
~~300 Children subject to jurisdiction~~
~~601 Minors habitually disobedient~~
~~602 Minors violating law defined as crime~~
~~CODE OF REGULATIONS, TITLE 5~~
~~852-853 Standardized Testing and Reporting Program, accommodations for students with disabilities~~
~~1216-1218 High School Exit Examination, accommodations for students with disabilities~~
~~3021-3029 Identification, referral and assessment~~
~~3040-3043 Instructional planning and the individualized education program~~
~~UNITED STATES CODE, TITLE 20~~
~~1232g Family Educational Rights and Privacy Act of 1974~~
~~1400-1487 Individuals with Disabilities Education Act~~
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~
~~300.1-300.756 Individuals with Disabilities Education Act~~
~~COURT DECISION~~
~~Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 2003 US.App. LEXIS 1395~~
~~Sacramento City School District v. Rachel H., 14 F.3d 1398 (9th Cir. 1994)~~

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6158 Independent Study / Short Term

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 6158: Independent Study / Short Term has been presented to reflect those recommendations.

Fiscal Implication:

none

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) 6158: Independent Study / Short Term at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 6158 Independent Study Short Term	Backup Material	2/2/2024
REDLINED BP 6158 Independent Study Short Term	Backup Material	2/2/2024

Instruction

Board Policy No. 6158 Independent Study

Policy Reviewed: February 8, 2024

INDEPENDENT STUDY

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

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

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

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

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

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to

succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

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

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

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

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

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

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

3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span
3. In violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

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

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written agreement exists for each participating student as

prescribed by law. (Education Code 51747, 51749.5)

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

Master Agreement

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

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

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

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

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student

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

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

Course-Based Independent Study

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

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this

shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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

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

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

8. A student shall not be required to enroll in courses included in the course-based independent study program
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208
11. Courses required for high school graduation or for admission to UC or CSU shall not be offered exclusively through independent study
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course
14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study

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

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of the Course-Based Independent Study section above

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3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the

special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

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

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

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

Student-Parent-Educator Conferences

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

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

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

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

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

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

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Code

5 CCR 11700-11705, Independent study

Education Code

Ed. Code 17289, Exemption for facilities

Ed. Code 41020, Requirement for annual audit

Ed. Code 41422, Emergency conditions and apportionments

Ed. Code 42238, Revenue limits

Ed. Code 42238.05, Local control funding formula; average daily attendance

Ed. Code 44865, Qualifications for independent study teachers

Ed. Code 46100, Length of school day

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Mountain View, California

Ed. Code 46200-46208, Incentives for longer instructional day and year
Ed. Code 46300-46307.1, Methods of computing average daily attendance
Ed. Code 46390-46393, Emergency average daily attendance
Ed. Code 46600, Interdistrict attendance computation
Ed. Code 47612-47612.1, Charter School Operation
Ed. Code 47612.5, Charter schools operations; general requirements
Ed. Code 48204, Residency requirements for school attendance
Ed. Code 48206.3, Home or hospital instruction; students with temporary disabilities
Ed. Code 48220, Classes of children exempted
Ed. Code 48340, Improvement of pupil attendance
Ed. Code 48915, Expulsion; particular circumstances
Ed. Code 48916.1, Educational program requirements for expelled students
Ed. Code 48917, Suspension of expulsion order
Ed. Code 49011, Student fees
Ed. Code 51225.3, High school graduation requirements
Ed. Code 51744-51749.6, Independent study
Ed. Code 52060, Local control and accountability plan
Ed. Code 52523, Adult education as supplement to high school curriculum; criteria
Ed. Code 56026, Individual with exceptional needs
Ed. Code 58500-58512, Alternative schools and programs of choice
Fam. Code 6550-6552, Caregivers
Federal Code
20 USC 6301, Highly qualified teachers
20 USC 6311, State plan
Management Resources
California Department of Education Publication, Legal Requirements for Independent Study
California Department of Education Publication, Conducting Individualized Determinations of Need
California Department of Education Publication, 2021-22 AA & IT Independent Study FAQs
California Department of Education Publication, California Digital Learning Integration and Standards Guidance, May 2021
California Department of Education Publication, Elements of Exemplary Independent Study
Court Decision, Modesto City Schools v. Education Audits Appeal Panel (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication, Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website, CSBA District and County Office of Education Legal Services
Website, California Consortium for Independent Study
Website, California Department of Education, Independent Study
Website, Education Audit Appeals Panel
Cross References
0410, Nondiscrimination In District Programs And Activities
0420.4, Charter School Authorization
0420.4, Charter School Authorization
0470, COVID-19 Mitigation Plan
0500, Accountability
3260, Fees And Charges
3260, Fees And Charges

3516.5, *Emergency Schedules*
3580, *District Records*
3580, *District Records*
4112.2, *Certification*
4112.2, *Certification*
4131, *Staff Development*
5111.1, *District Residency*
5111.1, *District Residency*
5112.3, *Student Leave Of Absence*
5112.3, *Student Leave Of Absence*
5113, *Absences And Excuses*
5113, *Absences And Excuses*
5113.1, *Chronic Absence And Truancy*
5113.1, *Chronic Absence And Truancy*
5121, *Grades/Evaluation Of Student Achievement*
5121, *Grades/Evaluation Of Student Achievement*
5125, *Student Records*
5125, *Student Records*
5126, *Awards For Achievement*
5126, *Awards For Achievement*
5141.22, *Infectious Diseases*
5141.22, *Infectious Diseases*
5141.31, *Immunizations*
5141.31, *Immunizations*
5144.1, *Suspension And Expulsion/Due Process*
5144.1, *Suspension And Expulsion/Due Process*
5145.6, *Parent/Guardian Notifications*
5145.6-E(1), *Parent/Guardian Notifications*
5146, *Married/Pregnant/Parenting Students*
5147, *Dropout Prevention*
6000, *Concepts And Roles*
6011, *Academic Standards*
6111, *School Calendar*
6112, *School Day*
6112, *School Day*
6142.4, *Service Learning/Community Service Classes*
6143, *Courses Of Study*
6143, *Courses Of Study*
6146.1, *High School Graduation Requirements*
6146.11, *Alternative Credits Toward Graduation*
6146.11, *Alternative Credits Toward Graduation*
6152, *Class Assignment*
6159, *Individualized Education Program*
6159, *Individualized Education Program*
6162.5, *Student Assessment*
6162.51, *State Academic Achievement Tests*

6162.51, *State Academic Achievement Tests*
6164.5, *Student Success Teams*
6164.5, *Student Success Teams*
6172, *Gifted And Talented Student Program*
6172, *Gifted And Talented Student Program*
6181, *Alternative Schools/Programs Of Choice*
6181, *Alternative Schools/Programs Of Choice*
6183, *Home And Hospital Instruction*
6184, *Continuation Education*
6184, *Continuation Education*
6185, *Community Day School*
6185, *Community Day School*
6200, *Adult Education*
6200, *Adult Education*

Instruction

Board Policy No. 6158: Independent Study / Short Term

Policy Adopted: August 22, 2019

Policy Reviewed: February 8, 2024

INDEPENDENT STUDY/SHORT-TERM

The Governing Board authorizes independent study as an optional alternative instructional strategy ~~for~~by ~~which~~ students whose needs may be best met through study outside of the regular classroom setting. ~~in grades K-8 may reach curriculum objectives and fulfill promotion requirements.~~ Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study. ~~whose needs may be met best through study outside of the regular classroom setting on a short term basis.~~

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and

documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.
(Education Code 46300)

The maximum period of time for any independent study option shall be 14 school days for the school year.

~~The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than they would in the regular classroom.~~

~~The minimum period of time for any independent study option shall be five school days.~~

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 5126 Awards for Achievement

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 5126: Awards for Achievement has been presented to reflect those recommendations.

Fiscal Implication:

none

Recommended Action:

It is recommended that the Board of Trustees approve Board Policy (BP) 5126: Awards for Achievement at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
UPDATED BP 5126 Awards for Achievement	Backup Material	2/1/2024
REDLINED BP 5126 Awards for Achievement	Backup Material	2/1/2024

Students

Board Policy No. 5126: Awards for Achievement

Policy Adopted: September 16, 2010

Policy Reviewed: February 8, 2024

AWARDS FOR ACHIEVEMENT

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for unique or exemplary achievements in academic, extracurricular or community service activities.

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, a public ceremony, trophy, gift, plaque or cash gift.

The Superintendent or designee shall develop procedures for the appropriate selection of student award recipients.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51450-51455 Golden State Seal Merit Diploma

Students

Board Policy No. 5126: Awards for Achievement

Policy Adopted: September 16, 2010

Policy Reviewed: February 8, 2024

AWARDS FOR ACHIEVEMENT

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for unique or exemplary achievements in academic, extracurricular or community service activities. ~~The purpose of such awards shall be consistent with school goals.~~

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, a public ceremony, trophy, gift, plaque or cash gift.

The Superintendent or designee shall develop procedures for the appropriate selection of student award recipients.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51450-51455 Golden State Seal Merit Diploma

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Local Control Accountability Plan (LCAP) Mid-Year Report (30 minutes)

Estimated Time:

Person Responsible:

Cathy Baur - Chief Academic Officer

Rebecca Westover - Chief Business Officer

Background:

Staff is presenting the Local Control Accountability Plan Mid-Year Report. This report is a new requirement from the California Department of Education and must be presented on or before February 28 of each year.

Fiscal Implication:

Expenditures in the Mid-Year Report are \$5,459,087 from a variety of state and local funding sources.

Recommended Action:

None

ATTACHMENTS:

Description	Type	Upload Date
LCAP Mid-Year Report Presentation	Cover Memo	1/30/2024
LCAP Mid-Year Report Summary Report	Cover Memo	1/30/2024
LCAP Mid-year Report	Cover Memo	1/30/2024



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Local Control Accountability Plan Mid-Year Update

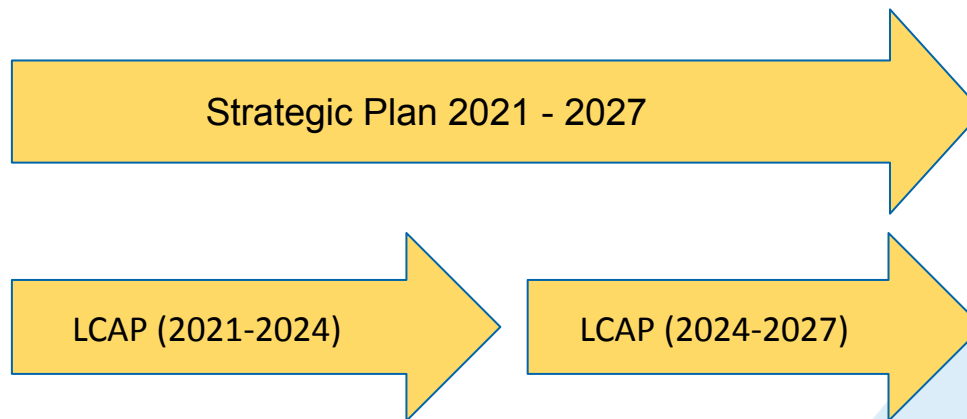
February 8, 2024



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Alignment

- The Strategic Plan (SP) defines and guides all work in MVWSD
- The Local Control Accountability Plan (LCAP) aligns to the Strategic Plan and is required by the California Department of Education
- The new six-year SP2027, will align with two cycles of the District's LCAP to ensure that district initiatives and work is focused and targeted.





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School District

Local Control Accountability Plan and Mid-Year Report

Local Control Accountability Plan - LCAP

- School districts in California must develop three-year plans to explain their goals and strategies for improving achievement for all students.
- The LCAP package includes the following supporting documents:
 - LCFF Budget Overview for Parents
 - report to help stakeholders better understand funding decisions included in the LEA's budget.
 - Federal Addendum
 - Required by the Every Student Succeeds Act (ESSA) and outlines how Districts are using federal funds even though these are outlined in the LCAP as well



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LCAP Mid-Year Update

LCAP Mid-Year Update - New for 2023

Assembly Bill - 114 (2023)

- Requires the superintendent of a school district to present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district
- The Mid-Year Update is presented for discussion only and there is not a required template
- The LEA must include all of the following:
 - All available mid-year outcome data related to metrics identified in the 2023–24 LCAP
 - Mid-year expenditure and implementation data on all actions identified in the 2023–24 LCAP



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Budget Overview for Parents

Impact to the Budget Overview for Parents

The enacted state budget included changes and reductions that were not anticipated by our district when we adopted our budget on June 15, 2023. The impact to our adopted Budget Overview for Parents is as follows:

Budget Item	Projected 2023-24 Adopted Budget	Current 2023-24 Budget Amount	Difference
Total LCFF Funds	\$78,556,881	\$81,297,973	\$2,741,092
LCFF Supplemental & Concentration Grants	\$3,307,908	\$3,370,488	\$62,580
All Other State Funds	\$8,565,380	\$9,122,415	\$557,035
All Local Funds	\$17,246,042	\$17,510,114	\$264,072
All Federal Funds	\$2,648,709	\$3,858,538	\$1,209,829
Total Projected Revenue	\$107,017,012	\$111,789,040	\$4,772,028

Impact to the Budget Overview for Parents

Budget Item	Projected 2023-24 Adopted Budget Amount	Current 2023-24 Budget Amount	Difference
Total Budgeted General Fund Expenditures	\$111,141,554	\$117,809,486	\$6,667,932
Total Budgeted Expenditures in the LCAP	\$12,087,700	\$12,087,700	
Total Budgeted Expenditures for High Needs Students in the LCAP	\$6,254,451	\$6,265,815	\$11,364
Expenditures not in the LCAP	\$99,053,854	\$105,721,785	\$6,667,931



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LCAP Mid-Year Progress: Goals, Metrics, Actions and Expenditures

LCAP Goal 1

GOAL 1: Develop and Implement effective and consistent instructional practices that meet the needs of all students

- **15 metrics and 22 actions**

- 10 metrics have mid-year progress, 5 metrics will be updated at the end of the year (i.e LCAP survey results, Dashboard self-reflection tools, Disproportionality Data and One year's growth on i-Ready assessments)
- 13 actions have been fully or partially implemented

Metrics

CAASPP Results: A comprehensive report on CAASPP results was provided at the November 3, 2023 meeting of the Board of Trustees

iReady ELA and Math: A comprehensive report on iReady Diagnostic 2 data was provided at the January 25, 2023 meeting of the Board of Trustees

As of December 2023

- The Reclassification rate was 14.95%
- The percentage of Long Term Els is 2.8%
- 53.7% of ELs maintained level 4 or gained a level on the spring 2021 ELPAC
- All sites have submitted ELD schedules with the required number of minutes
- All sites have submitted newcomer plans

LCAP Goal 1 - Highlights

Actions

1.1: Instructional Coaches - All elementary sites have an instructional coach. The middle schools share an ELA, Social Studies and Science Coach. The District was unable to hire a science coach. The District has an ELD coach and Tech Coach.

1.5: Response to Instruction (RTI) - RTI continues at all sites in the District to provide additional support based on student needs and data.

1.6: Summer Programming - In Summer 2023 the District offered a mix of in-person and virtual programs and served approximately 700 students.

1.9: Director of Equity - The Director of Equity continues her role to provide guidance and training on issues of Equity

1.13: Newcomer Plan - The District has implemented newcomer plan and hired four Newcomer teachers - one for each middle school and two itinerant teachers to be shared among the elementary schools.

1.18: MTSS - MTSS implementation has continued with implementation of Coordination of Services Teams (COST) and Student Study Teams (SST), in addition to Universal Data Cycles (UDC). Powerschool integration has been implemented

1.20: Dyslexia Plan - District staff developed and implemented a dyslexia plan in the Fall, which included a vision for literacy in MVWSD, steps to move to a structured literacy approach (including adopting a new curriculum), and leveraging MTSS to support the literacy needs of all students.

1.21: Early Literacy Team - 5 reading intervention teachers, 5 instructional assistants, and 1 Director have been hired. The early literacy team is providing intervention to over 200 K-2 students at Castro, Mistral, Monta Loma, and Theuerkauf.

Goal 1 - Budget

Highlights include

- \$957,059 for instructional coaching
- \$943,026 for RTI
- \$354,917 for the Early Literacy Team
- \$121,579 Newcomer Plan
- Estimated expenditures for Goal 1 are \$7,444,909

Goal 2

GOAL 2: Develop and implement programs and processes to equitably and effectively support students' social-emotional health and behavior.

- **11 metrics and 9 actions**

- 5 metrics have mid-year progress, 6 metrics will be updated at the end of the year (LCAP survey results and Error rate for entering discipline data)
- All 9 actions have been fully or partially implemented

Metrics

- **As of December 2023**

- The District's average daily attendance is 95.6%
- 15.6% of students have been identified as chronically absent
- Middle school dropout rate = 0
- 2.9% of students have been suspended once
- The expulsion rate = 0

Goal 2 - Highlights

Actions

2.1: At Risk Supervisors -At-Risk Supervisors are at all sites to support student needs.

2.2: Improving Attendance - The District has been communicating the importance of attendance at school, reviewing attendance reports with principals monthly and trained sites on School Attendance Review Team (SART) procedures

2.3: Health and Wellness Committee - The Health and Wellness committee has met twice and is working on the Local School Wellness Plan and Annual Goals

2.8: Addressing Chronic Absenteeism: Homeless Students - The District has implemented all actions in its Differentiated Assistance Plan to begin to address Chronic Absenteeism for Homeless Students and continues to revise and refine. Chronic Absenteeism for this group decreased 10% from 2022-23.

2.9: Supporting Student Behavior - Behavior Response Standards were developed in Spring 2023 and initial staff training happened in July and August.

Goal 2 - Budget

Highlights include

- \$398,183 for At Risk Supervisors
- \$72,689 for School Linked Services
- Estimated expenditures for Goal 2 are \$1,352,006

Goal 3

Goal 3: Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders.

- **9 metrics and 7 actions**

- 2 metrics have mid-year progress, 7 metrics will be updated at the end of the year (LCAP Survey and Parent Engagement Self Reflection Tool)
- All 7 actions are fully or partially implemented

Metrics

As of December 2023:

- **Professional development opportunities on diverse cultures/subcultures for more responsive customer support** - Professional development opportunities were provided to all site leaders on three occasions and included topics such as Bias in the SPED Classification Process, Bias in the Discipline Routine, and Creating Inclusive Climates for Students.
- **Percentage of families reporting that Parent University events are easy to access and content directly helps them at home with their children**
 - Through November events 715 people have attended Parent University sessions.

Goal 3 - Action Highlights

Actions

3.2: The Talk - The next 'The Talk' event is scheduled for February 2022. The event will be held virtually and will address the topic of how culture and race inform and influence our ideas of success in school and beyond. At least two more 'The Talk' events are scheduled to take place this academic year.

3.3: District Equity Advisory Committee - The District Equity Advisory Committee (DEAC) has met five times in 2021. A District Equity Advisory Subcommittee on Understanding Equity Policy was launched in October of 2021

3.4: Parent University - As of January 2022 there have been 9 sessions with nearly 900 attendees. Sessions have been designed to build capacity for parents and staff to support student learning. There are 3 more sessions scheduled for the 2021-22 school year

3.6: Equity Framework - Work on this action was pushed until January 2022 due to impacts on District staff created by COVID-19

3.7: Equitable Access to Choice Schools - In October and November of 2021, the Board of Trustees were presented with a plan of action as to how to address equitable access to choice schools and provided input on a timeline. A study session on enrollment lotteries was held on January 8, 2022. The Board anticipates making a decision about any changes to the enrollment process for choice programs, as well as on programmatic elements of choice schools, by the end of the academic year in June 2022

Goal 3 - Budget

Highlights include

- \$422,427 School and Community Engagement Facilitators
- \$12,000 for Parent University
- Estimated expenditures for Goal 3 are \$1,061,273

Goal 4

Goal 4: Develop and Implement policies and practices to support and retain effective and engaged employees.

- **11 metrics and 4 actions**
 - 4 metrics have mid-year progress, 7 metrics will be updated at the end of the year (LCAP Survey and Staff Retention Rates)
 - All 4 actions are partially or fully implemented

Metrics

As of December 2023:

- Highly Qualified Teachers: 84% of teachers are considered highly qualified
- Teacher mis-assignments
 - MVWSD has 5 mis-assignments of teachers of English Learners
 - MVWSD has 3 other mis-assignments of other teachers
- Vacant Teacher Positions
 - MVWSD has 3 vacant teacher positions

Goal 4 - Actions Highlights

Actions

4.1: Partnership with the Santa Cruz/Silicon Valley New Teacher Project - MVWSD has 2.5 dedicated New Teacher Support Providers serving 40 teachers

4.2: Employee Retention and Support - Assessments are being created to gather data on the Districts current approach to professional development, differentiation, and ongoing staff support. Data will be collected in January and February

4.3: Professional Development Committee - The committee will convene in the Spring after assessment data from Action 4.2 is collected

4.4: Hiring Process - The district participated in a review of district hiring policies and procedures. Staff is updating practices for hiring. These include updating visuals on recruitment flyers to represent student diversity and connecting with universities to provide outreach to diverse student groups.

Goal 4 - Budget

Highlights include

- \$166,991 partnership with Santa Cruz/Silicon Valley New Teacher Project
- Estimated expenditures for Goal 4 are MVWSD\$562,588

Goal 5

Goal 5: Develop and implement plans and protocols to ensure the equitable distribution of resources that support student success.

- **6 metrics and 7 actions**
 - 2 metrics have mid-year progress, 4 metrics will be updated at the end of the year (LCAP Survey Results and Fit Inspection Percentages)
 - All 6 actions are fully or partially implemented

Metrics

- **December 2023:**
 - **Work Order Completion:** 90% of submitted work orders have been completed.
 - Number/percentage of students with access to their own copies of standards aligned instructional materials - 100% as approved during the the Public Hearing and Resolution on Sufficiency of Pupil Textbooks and Instructional Materials on September 7, 2023

Goal 5 - Actions Highlights

Actions

5.1: Site Walkthroughs - A new site inspection tool has been created to rate the cleanliness and to find any trouble areas of the school sites. Walkthroughs will begin again in January

5.2: Technology Devices - The District ordered 300 Chromebooks to replace older models in classroom carts this year. The District also purchased the Chromebooks that will be issued in the 2024-25 school year. All of those Chromebooks have the capability of connecting to the District-wide CBRS network

5.3: MVWSDConnect (CBRS) - The technology department has been working on distributing CBRS capable Chromebooks and CBRS routers to families that need Internet access at home

5.4: Equitable Facilities and Resources - The team has met several times to review standards and discuss site needs. The final document has been created and the team will work on distribution.

5.5: Meals for Students - Second-chance breakfast and lunch have been served each day at every school site. The Child Nutrition Team has started to work towards

Goal 5 - Budget

Highlights include

- \$480,662 on technology devices
- \$15,079 on MVWSD connect
- Estimated expenditures for Goal 5 are \$795,442

Goal 6

Goal 5: Develop and Implement effective and consistent practices that meet the needs of students of Castro School.

- **19 metrics and 5 actions**
 - 8 metrics have mid-year progress, 11 metrics will be updated at the end of the year (LCAP Survey Results, ELPAC percentages, percentage of students who made 1 year's growth on i-Ready)
 - All 5 actions are fully or partially implemented

Metrics

- **December 2023:**
 - 22% of students met or exceeded standards in ELA on CAASPP
 - 16% of students met or exceeded standards in math on CAASPP
 - 29.4% of students chronically absent
 - 6.1% of students suspended one day
 - 9.3% of students at risk of becoming a Long Term English Learner (LTEL)

Goal 6 - Actions Highlights

Actions

1.1: Early Literacy Team - Currently the Early Literacy team is serving 62 students at Castro School

6.2: At Risk Supervisor - One additional At Risk Supervisor was hired for Castro School

6.3: School and Community Engagement Facilitator - An additional 0.5 FTE School and Community Engagement Facilitator was hired for Castro School

6.4: Wellness Center - The Wellness Center has been open and supporting students since the beginning of the school year.

6.5: Transitional Kindergarten Class - Castro has one TK Class this year

Goal 6 - Budget

Highlights include

- \$236,612 on the Early Literacy Team staff
\$91,438 on the At Risk Supervisor on MVWSD connect
- Estimated expenditures for Goal 6 are
\$871,483



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Considerations

Considerations

- The Mid-Year Update is a new requirement and must be shared with the Board of Trustees by February 28 of each year
- The Mid-year Update is in addition to the Annual Update required at the end of each school year which reports on the same information
- The Mid-Year Update requires staff time from multiple departments
- There is not a required template for the update
- The Board of Trustees is not required to approve the Mid-year Update



Mountain View
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School District

Next Steps

Next Steps

- Continue to work to encourage families to complete the LCAP survey
- Continue work on the 2024-2025 LCAP and supporting documents including the Budget Overview for Parents, Annual Update, and Federal Addendum
- Shift to work on second interim report and development of 2024-25 Budget

**Local Control Accountability Plan (LCAP) - Mid-Year Report
Summary Report for the Board of Trustees
February 8, 2024**

LCAP Overview

School districts in California must develop a three-year plan to explain their goals and strategies for improving achievement for all students. This plan is called the Local Control Accountability Plan (LCAP). The plan goals must address the eight state priorities and actions and any areas of improvement identified on the California Dashboard.

LCAP Mid-Year Update

Assembly Bill - 114 (2023) requires the superintendent of a school district to present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. The Mid-Year Update is presented for discussion only and there is not a required template. The LEA must include all of the following:

- All available mid-year outcome data related to metrics identified in the 2023–24 LCAP
- Mid-year expenditure and implementation data on all actions identified in the 2023–24 LCAP

Mid-Year Progress: Metrics and Actions

The District's LCAP contains six broad goals. Within each goal there are metrics and action steps which are designed to help the district in measuring progress toward and meeting each goal. All LCAP goals are directly aligned with the District's Strategic Plan 2027. This ensures that District initiatives and work is focused and targeted. The District's goals are as follows:

GOAL 1: State Priorities 2,4,7 and 8 and Strategic Plan Goal 1

- Develop and implement effective and consistent instructional practices that meet the needs of all students - 15 metrics and 22 actions

GOAL 2: State priorities 5 and 6 and Strategic Plan Goal 2

- Develop and implement programs and processes to equitably and effectively support students' social-emotional health and behavior - 11 metrics and 9 actions

Goal 3 – State priority 3 and Strategic Plan Goal 3

- Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders - 9 metrics and 7 actions

Goal 4 – State Priority 1 and Strategic Plan Goal 4

- Develop and implement policies and practices to support and retain effective and engaged employees - 11 metrics and 4 actions

Goal 5 - State Priority 1 and Strategic Plan Goal 5

- Develop and implement plans and protocols to ensure the equitable distribution of resources that support student success - 6 metrics and 7 actions

Goal 6 - State Priorities 2, 3, 4, 5, 6 and 8 and Strategic Plan Goals 1, 2, 3 and 5

- Develop and implement effective and consistent practices that meet the needs of

students of Castro School - 19 metrics and 5 actions

All action steps have been fully or partially implemented as of the Mid-Year Report and the District's total estimated expenditures in the LCAP were 12,087,700 and it has spent \$5,459,087 as of the Mid-Year Update.

Goal	Estimated Expenditures	Mid-Year Expenditures
1	\$7,444,909	\$3,458,258
2	\$1,352,006	\$528,052
3	\$1,061,273.00	\$434,909
4	\$562,588	\$166,991
5	\$795,441	\$495,761
6	\$871,482	\$375,116
Total	\$12,087.700	\$5459,087

Considerations

The Mid-Year Update is a new requirement and must be shared with the Board of Trustees by February 28 of each year. The Mid-year Update is in addition to the Annual Update required at the end of each school year which reports on the same information in the LCAP and requires staff time from multiple departments to complete. There is not a required template for the update and the Board of Trustees is not required to approve the Mid-year Update.

Next Steps

The District will begin work on the 2024-25 LCAP. The annual LCAP/Climate Survey that helps the district in the development of the LCAP will open on January 29th and will be available for staff, students and parents through February 16th. District staff will begin again to collect data for the annual update and start the budget development process. A report and timeline on the LCAP process was shared with the Board of Trustees at the January 25th meeting.

Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Mountain View Whisman School District	Cathy Baur Chief Academic Officer	cbaur@mvwsd.org (650) 526-3500 ext. 1125

Goal 1

Goal Description
Develop and Implement effective and consistent instructional practices that meet the needs of all students.

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Decrease by 10 percentage points the number of students both overall and in significant subgroups not meeting standards in ELA on the California Assessment of Student Performance and Progress (CAASPP).	71% of students met or exceeded standards in ELA in spring 2019. The following are the percentages of students in each significant subgroup that met or exceeded	Data for this metric will not be available until summer 2022. The data will be analyzed when available. The outcomes will be updated as part of the annual update for the 2022-23 LCAP.	Data for this metric will not be available until summer 2023. The data will be analyzed when available. The outcomes will be updated as part of the annual update for the 2023-24 LCAP.	64% of students met or exceeded standards in ELA in spring 2023. The following are the percentages of students in each significant subgroup that met or exceeded standards in ELA in spring 2023:	80% of students overall will meet or exceed standards in ELA The following are desired outcomes for students in significant subgroups:

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	<p>standards in ELA in spring 2019: Socio Economically Disadvantaged (SED) - 44% English Language Learners (ELL) - 20% Reclassified Fluent English Proficient (RFEP) - 70% Students With Disabilities (SWD) - 25% Hispanic/Latino - 49% Asian - 90% White - 87%</p> <p>CAASPP Assessments were not given in Spring 2020 or 2021</p>	<p>Data for the Spring 2022 CAASPP Assessments Added in Fall 2022:</p> <p>66% of students met or exceeded standards in ELA in spring 2022 on the California Assessment of Student Performance and Progress (CAASPP). The following are the percentages of students in each significant subgroup that met or exceeded standards in ELA in spring 2022:</p> <p>Socio Economically Disadvantaged (SED) - 34% English Language Learners (ELL) - 13% Reclassified Fluent English Proficient (RFEP) - 66% Students With Disabilities (SWD) - 29% Hispanic/Latino - 38% Asian - 90% White - 83%</p>		<p>Socio Economically Disadvantaged (SED) - 31% English Language Learners (ELL) - 9% Reclassified Fluent English Proficient (RFEP) - 62% Students With Disabilities (SWD) - 27% Hispanic/Latino - 33% Asian - 90% White - 83%</p>	<p>Socio Economically Disadvantaged (SED) - 60% English Language Learners (ELL) 41% Reclassified Fluent English Proficient (RFEP) - 79% Students With Disabilities (SWD) - 47% Hispanic/Latino - 63% Asian - 93% White - 90%</p>
Decrease by 10 percentage points the number of students	64% of students met or exceeded	Data for this metric will not be available until summer 2022.	Data for this metric will not be available until summer 2023.	58% of students met or exceeded	80% of students overall will meet of

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
both overall and in significant subgroups not meeting standards in math on the California Assessment of Student Performance and Progress (CAASPP)	<p>standards in math in spring 2019</p> <p>The following are the percentages of students in each significant subgroup that met or exceeded standards in math in spring 2019:</p> <p>Socio Economically Disadvantaged (SED) - 32%</p> <p>English Language Learners (ELL) - 18%</p> <p>Reclassified Fluent English Proficient (RFEP) - 60%</p> <p>Students With Disabilities (SWD) - 22%</p> <p>Hispanic/Latino - 36%</p> <p>Asian - 89%</p> <p>White - 84%</p> <p>CAASPP Assessments were not given in Spring 2020 or 2021</p>	<p>The data will be analyzed when available. The outcomes will be updated as part of the annual update for the 2022-23 LCAP.</p> <p>Data for the Spring 2022 CAASPP Assessments Added in Fall 2022:</p> <p>59% of students met or exceeded standards in math in spring 2022 on the California Assessment of Student Performance and Progress (CAASPP).</p> <p>The following are the percentages of students in each significant subgroup that met or exceeded standards in math in spring 2022:</p> <p>Socio Economically Disadvantaged (SED) - 24%</p> <p>English Language Learners (ELL) - 12%</p> <p>Reclassified Fluent English Proficient (RFEP) - 54%</p>	<p>The data will be analyzed when available. The outcomes will be updated as part of the annual update for the 2023-24 LCAP.</p>	<p>standards in math in spring 2023.</p> <p>The following are the percentages of students in each significant subgroup that met or exceeded standards in math in spring 2023:</p> <p>Socio Economically Disadvantaged (SED) - 23%</p> <p>English Language Learners (ELL) - 11%</p> <p>Reclassified Fluent English Proficient (RFEP) - 52%</p> <p>Students With Disabilities (SWD) - 23%</p> <p>Hispanic/Latino - 23%</p> <p>Asian - 89%</p> <p>White - 78%</p>	<p>exceed standards in math</p> <p>The following are desired outcomes for students in significant subgroups:</p> <p>Socio Economically Disadvantaged (SED) - 50%</p> <p>English Language Learners (ELL) - 41%</p> <p>Reclassified Fluent English Proficient (RFEP) - 71%</p> <p>Students With Disabilities (SWD) - 43%</p> <p>Hispanic/Latino - 53%</p> <p>Asian - 92%</p> <p>White - 89%</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
		Students With Disabilities (SWD) - 23% Hispanic/Latino - 25% Asian - 90% White - 81%			
Decrease by 10 percentage points the number of students both overall and in significant subgroups not meeting standards District iReady ELA Diagnostic 3 in May 2021	71% of students met or exceeded standards in ELA in spring 2021 on iReady Diagnostic 3. The following are the percentages of students in each significant subgroup that met or exceeded standards in ELA in May 2021: Socio Economically Disadvantaged (SED) - 37% English Language Learners (ELL) 26% Reclassified Fluent English Proficient (RFEP) - 65% Students With Disabilities (SWD) 31% Hispanic/Latino - 41% Asian - 90% White - 84%	71% of students met or exceeded standards in ELA in spring 2022 on iReady Diagnostic 3. The following are the percentages of students in each significant subgroup that met or exceeded standards in ELA in May 2022: Socio Economically Disadvantaged (SED) - 34% English Language Learners (ELL) 27% Reclassified Fluent English Proficient (RFEP) - 64% Students With Disabilities (SWD) 35% Hispanic/Latino - 39% Asian - 91% White - 84%	66% of students met or exceeded standards in ELA in spring 2023 on iReady Diagnostic 3. The following are the percentages of students in each significant student group that met or exceeded standards in ELA in May 2023: Socio Economically Disadvantaged (SED) - 32% English Language Learners (ELL) 23% Reclassified Fluent English Proficient (RFEP) - 65% Students With Disabilities (SWD) 34% Hispanic/Latino - 35% Asian - 89% White -83 %	58% of students met or exceeded standards in ELA in November 2023 on iReady Diagnostic 2 The following are the percentages of students in each significant student group that met or exceeded standards in ELA in November 2023: Socio Economically Disadvantaged (SED) - 22% English Language Learners (ELL) 12% Reclassified Fluent English Proficient (RFEP) - 59% Students With Disabilities (SWD) 26% Hispanic/Latino - 27% Asian - 82% White - 74 %	80% of students overall will meet of exceed standards in ELA. The following are desired outcomes for students in significant subgroups: Socio Economically Disadvantaged (SED) - 54% English Language Learners (ELL) -46% Reclassified Fluent English Proficient (RFEP) - 74% Students With Disabilities (SWD) - 50% Hispanic/Latino - 57% Asian - 92% White - 89%
Decrease by 10 percentage points the	66% of students met or exceeded	68% of students met or exceeded	64% of students met or exceeded	52% of students met or exceeded	80% of students overall will meet of

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
number of students both overall and in significant subgroups not meeting standards District iReady math Diagnostic 3 in May 2021	<p>standards in math in spring 2021 on iReady Diagnostic 3.</p> <p>The following are the percentages of students in each significant subgroup that met or exceeded standards in math in May 2021:</p> <p>Socio Economically Disadvantaged (SED) - 30%</p> <p>English Language Learners (ELL) 23%</p> <p>Reclassified Fluent English Proficient (RFEP) - 61%</p> <p>Students With Disabilities (SWD) 29%</p> <p>Hispanic/Latino - 34%</p> <p>Asian - 91%</p> <p>White - 80%</p>	<p>standards in math in spring 2022 on iReady Diagnostic 3.</p> <p>The following are the percentages of students in each significant subgroup that met or exceeded standards in math in May 2022:</p> <p>Socio Economically Disadvantaged (SED) - 29%</p> <p>English Language Learners (ELL) 25%</p> <p>Reclassified Fluent English Proficient (RFEP) - 64%</p> <p>Students With Disabilities (SWD) 30%</p> <p>Hispanic/Latino - 33%</p> <p>Asian - 92%</p> <p>White - 81%</p>	<p>standards in Math in spring 2023 on iReady Diagnostic 3.</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Math in May 2023:</p> <p>Socio Economically Disadvantaged (SED) -28 %</p> <p>English Language Learners (ELL) 23%</p> <p>Reclassified Fluent English Proficient (RFEP) - 63%</p> <p>Students With Disabilities (SWD) 30%</p> <p>Hispanic/Latino - 31%</p> <p>Asian - 91%</p> <p>White - 84%</p>	<p>standards in Math in November 2023on iReady Diagnostic 2</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Math in November 2023:</p> <p>Socio Economically Disadvantaged (SED) - 15%</p> <p>English Language Learners (ELL) 11%</p> <p>Reclassified Fluent English Proficient (RFEP) - 53%</p> <p>Students With Disabilities (SWD) 23%</p> <p>Hispanic/Latino - 18%</p> <p>Asian - 81%</p> <p>White - 70%</p>	<p>exceed standards in math.</p> <p>The following are desired outcomes for students in significant subgroups:</p> <p>Socio Economically Disadvantaged (SED) - 49%</p> <p>English Language Learners (ELL) -44%</p> <p>Reclassified Fluent English Proficient (RFEP) - 72%</p> <p>Students With Disabilities (SWD) - 48%</p> <p>Hispanic/Latino - 45%</p> <p>Asian - 93%</p> <p>White - 83%</p>
Reclassification rate	<p>The reclassification rate in 2021 was 16.3% (initial) Corrected Rate: 10.8% (adjustment made due to a reporting error).</p>	<p>The reclassification rate in 2021-22 was 12.2%. Please note that the percentage reported in last year's LCAP was incorrect. The actual reclassification rate in 2020-21 was 10.8%</p>	<p>The reclassification rate in 2022-23 was 15.8%</p>	<p>The reclassification rate as of October 2023 is 14.95%</p> <p>The calculation of the reported reclassification rate in past versions of the LCAP was based on the August-June school year. After</p>	<p>Increase the reclassification rate to 24.3%</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
				<p>research and consulting with CA Department of Education staff, we have adjusted the way we calculate reclassification rate to match the state's method. The time period is now October to October (between census dates) and the percentage is derived as follows:</p> <p>(Reclassified between October 2022 and October 2023) / (Reclassified between October 2022 and October 2023 + ELs in October 2023)</p>	
Percentage of Long Term English Language Learners	5.3% of students were Long Term English Language Learners	10.2% of ELs are LTELs in the spring 2022. Please note that the percentage reported in last year's LCAP was incorrect. The actual percentage of ELs who were LTELs in Spring 2021 was 13%	4.9% of MVWSD ELs are LTELs in spring 2023.	2.8% of EL students are Long Term English Learners.	Decrease the percentage of Long Term English Language Learners to 3.0%
English Learners who maintained a level 4 or gained a level on the spring 2021 ELPAC	37% of English Learners who participated in the Summative ELPAC with MVWSD in 2021	Data for this metric will not be available until summer 2022. It will be updated and	Data for this metric will not be available until summer 2023. It will be updated and	53.7% of English Learners who participated in both the 2022 Summative and the 2023	56% of English Learners will maintain a level 4 or gain one or more levels on the ELPAC

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	maintained a level 4 or gained one or more levels.	added to the 2022-23 LCAP Data added in Fall 2022: 51% of English Learners who participated in the Summative ELPAC with MVWSD in 2021 maintained a level 4 or gained one or more levels.	added to the 2023-24 LCAP	Summative gained one overall level or maintained a 4.	
Percentage of students who made 1 year's growth in English Language Arts based on the results of iReady assessments	55% made one year's growth in Reading	62% made one year's growth in Reading in 2021-22	60% made one year's growth in Reading in 2022-23	Not Available until May	75% of students will make one year's growth.
Percentage of students who made 1 year's growth in mathematics based on the results of iReady assessments	47% made one year's growth in math	61% made one year's growth in math In 2021-22	58% made one year's growth in math in 2022-23	Not Available until May	70% of students will make one year's growth.
Designated English Language Development Schedules	All English Language Learners received Designated English Language Development in the 2020-21 school year as part of regular instruction as evidenced by	All sites submitted master schedules that indicated when designated ELD took place during the school day in Fall 2021-22, with a minimum of 120 minutes a week in TK-	2022-23: 100% of sites submitted master schedules for ELD	Completed	100% of schools will have Designated ELD outlined for all classes on their instructional schedules.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	walkthroughs and meetings with site administrators. Having sites develop and submit formal instructional schedules for all classrooms is a new process that will be implemented in 2021-22 and baseline data will be updated in the 2021-22 LCAP	K and 150 minutes a week in grades 1-8. District administrators visited every site to walk through classrooms and work collaboratively with site leaders on the administration and management of designated ELD, including addressing professional development needs for teachers.			
Newcomer Plans	While the District and sites have plans for newcomers they are not formalized nor does the District have consistent criteria that must be met.	Sites began to formulate and implement individual strategies to address the needs of newcomers in 2021-22 with mixed success. The District will develop a comprehensive Newcomer Plan.	This metric has been removed from the LCAP as it was determined it was an action rather than a metric. Goal 1, Action 13 describes the District's action steps to support newcomer students.	Implemented a new Newcomer Monitoring Protocol which monitors newcomer progress at least three times every school year coinciding with the end of each trimester. Newcomers at each site also receive standardized curricular resources, dedicated newcomer support periods, and computer-based supplemental support.	This Metric has been removed from the LCAP. Initial desired outcome: 100% of schools will have consistent newcomer plans that are effective and meet District criteria. New desired outcome: The District will implement a districtwide plan for newcomers.
Disproportionality - MVWSD is significantly disproportionate within Special Education by overrepresentation of	At the end of the 2019-20 MVWSD had 50% of students identified as Hispanic/Latino also identified as having a	At the end of the 2020-21 school year, MVWSD was identified as disproportionate in identifying	At the end of the 2021-22 school year MVWSD was again identified as disproportionate in identifying	Not available yet.	This desired outcome was revised for 2023-24: Decrease Identification rate to 3.0

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Hispanic/Latino students in the specific learning disability category.	Specific Learning Disability, thus identifying MVWSD as significantly disproportionate	Hispanic/Latino students as students with a disability; with an identification rate of 4.97 per CDE, which is 3.0 over the target identification rate. The CDE goal for the 2020-21 school year for MVWSD was 1.97 identification rate. This rate is known as the Risk Ratio rate and is determined by dividing the risk of a particular outcome for children in one racial or ethnic group within a LEA (analysis group) by the risk of that same outcome for children in all other racial or ethnic groups within the LEA (comparison group). The District will measure this metric using the Risk Ratio moving forward.	Hispanic/Latino students as students with a specific learning disability (SLD); with an identification rate of 3.54 per CDE, which is still over the 3.0 threshold for target identification though improved from the previous year. The CDE goal for the 2020-21 school year for MVWSD was and will continue to be a 1.97 identification rate.		Original Desired Outcome: Be cleared from being identified as significantly disproportionate - MVWSD will have a match in overall percentage of our Hispanic/Latino population to that identified as having a Specific Learning Disability
Implementation of Academic Content Standards Self Reflection Tool Rubric	The State Board of Education adopted self-reflection tool for implementation of state standards was completed and approved on June 17, 2021	The State Board of Education adopted self-reflection tool for implementation of state standards was completed and approved on June 16, 2022	The District had all 4's and 5's with the except of one 3 on the Self Reflection tool for implementation of state standards.	Not available yet	This desired outcome was revised for 2023-34. Obtain rubric scores of at least 4 on all areas of the Academic Content Standards Self Reflection Tool Rubric

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
					Original Desired Outcome: Yearly completion and approval of the State Board of Education adopted self-reflection tool for implementation of state standards
Revised Metric: Course Access - Percentage of students in grades 1-8 that have access to a Broad Course of Study Original Metric: Implementation of Broad Course of Study Self Reflection Tool	The State Board of Education adopted self-reflection tool for a broad course of study was completed and approved on June 17, 2021	The State Board of Education adopted self-reflection tool for a broad course of study was completed and approved on June 16, 2022	2022-23 100% of students have access to a broad course of study based on data from the District's student information system	2023-24 100% of students have access to a broad course of study based on data from the District's student information system	Revised Desired Outcome: 100% of students in grades 1-8 will have access to a broad course of study based on data from the District's information system Original Desired Outcome: Yearly completion and approval of the State Board of Education adopted self-reflection tool for a broad course of study
The percentage of parents who agreed or strongly agreed that their child had access to a broad range of subjects on the LCAP/Climate Survey.	73% agreed or strongly agreed	78% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	82% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey	Not available yet	Increase to 80% agree or strongly agree

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.1	<p>Instructional Coaches Provide 1.0 FTE Instructional coach for each elementary school and 1.0 FTE instructional coach for each of the following subjects in middle school: Social Studies, Science, English Language Arts and mathematics. The two middle schools will share. Provide 1.0 FTE Districtwide technology coach and continue with coach focused on English Language Development and Newcomers.</p> <p>Research indicates that coaching is an essential component of an effective professional development program. Coaching builds will, skill, knowledge, and capacity for all teachers.</p>	Yes	Partially Implemented	All elementary schools have 1.0 FTE Instructional Coach. Middle schools have 1.0 FTE Content Area Coaches for Social Studies, Math, and English Language Arts. 1.0 FTE for Science is an unfilled position as of December 2023-24. 1.0 FTE is provided for Technology and 1.0 FTE is provided English Language Development and Newcomers.		\$2,449,232.00	957,059
1.2	<p>Data Platform - SchoolCity Use SchoolCity to administer classroom assessments and monitor student achievement throughout and across school years. SchoolCity allows teachers to see how their students are performing and to use that information to personalize instruction and provide additional support.</p>	No	Fully Implemented	SchoolCity continues to be used as a platform for districtwide assessments and reporting.		\$38,000.00	38,851
1.3	iReady Assessment and Instruction	No	Partially Implemented	i-Ready Diagnostics for grades K-8 were administered successfully		\$184,008.00	184,008

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Implement iReady as the District's diagnostic assessment for grades K-8 three times per year, August, December and May and provide the instructional component to all teachers to use as a supplement. These assessments help teachers identify what students know and can do in different domains to support their students' learning. Results are disaggregated after each administration, shared with the community and individual reports are sent to parents/guardians.			in August and December. Results were disaggregated and shared with Board and community. parents received their child's individual reports via PowerSchool Parent Portal. Spring Diagnostic are scheduled to be administered in May 2024.			
1.4	Analyze, disaggregate, and report on student achievement data Disaggregate and analyze student data from state and District assessments/reports using the Districts data protocol and universal data cycles implemented in 2022-23 to ensure equitable access and achievement for all students with a focus on English Learners, Socio-Economically Disadvantaged students, foster youth, Students with Disabilities and other significant subgroups. Revise and refine as necessary.	No	Partially Implemented	All school sites are engaging in the Universal Data Cycle Protocol and following the Universal Data Cycle Calendar. State and district assessment data (along with other formative assessment data) is being analyzed by all school grade level and department teacher teams regularly. As of December 2023, two Data Cycles have been implemented. Data Cycle 3 starts in January.		\$0.00	0
1.5	Response to Instruction Continue to implement and refine the District's Response to Instruction Plan. At the elementary	Yes	Fully Implemented	Response to Intervention is being implemented as planned at both elementary and middle		\$2,172,357.00	943,026

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	level, each site has dedicated STEAM teachers that provide instruction to students and allow classroom teachers to work with small groups of students to meet intervention or enrichment needs. At the middle school level, students who need intervention are given an RTI period in their schedule. RTI benefits students because its data-driven instruction and regular progress monitoring help tailor instruction to what students need.			school levels. Student data is used to make adjustments to RTI student groups and provide student support.			
1.6	Summer Programming Provide a variety of summer programs via the Expanded Learning Opportunities Program in partnership with Right At School and YMCA. In Summer 2023 MVWSD will provide students access to the following programs: MVWSD+ Summer Camp, operated by YMCA and RAS Teacher-led enrichment workshops Elevate Math Valdes Summer Math Institute Peninsula Bridge Summer District staff will continue to refine ELOP summer intersession programming.	No	Fully Implemented	Summer Programming was completed as planned. Approximately 700 students were served. Planning for 2024 Summer Programming has begun.		\$396,000.00	592,081
1.7	Targeted Student Support Funding	Yes	Partially Implemented	All sites were allocated funds and are spending		\$329,800.00	51,383

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	The District allocates each school funds to support target students - English Learners, Foster Youth and Socio-Economically Disadvantaged students. Allocations are based on each sites' unduplicated count and are used to provide supplemental programs to improve student outcomes.			them to support unduplicated students.			
1.8	Director of Equity The District will continue to have an Equity Director. The Equity Director is charged with assisting the Superintendent in the development and implementation of proactive diversity, equity, and inclusion initiatives to support the district plans. She is expected to engage classified and certificated staff, families, and students to build an inclusive environment in schools along with championing the importance and value of a diverse and inclusive environment for all who learn, work, and partner with the district. The Equity Director is also responsible for designing and implementing training initiatives on cultural competencies and other topics to increase awareness and to support the value of equity and inclusion and work collaboratively with District-level instructional leaders to support the use of culturally relevant pedagogy and practice.	Yes	Fully Implemented	Completed. District continues to fund this position in this capacity and the job scope has remained the same.		\$275,289.00	127,289

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.9	Designated English Language Development Maintain existing Designated English Language Development expectations: 150 min/week of explicit language development time for every student, clearly outlined on each school's schedule. Continue to provide support to sites and staff to refine Designated English Language instruction. Designated English Language Development instruction focuses on English Learners developing the language skills needed to learn content taught in English and develop academic proficiency.	No	Fully Implemented	Currently being implemented as designed.		\$0.00	0
1.10	Designated English Language Development Provide every K-5 teacher a subscription to Reading A-Z and access to Grammar Gallery to supplement Designated English Language Development lessons. Research and possibly add additional programs. These subscriptions provide additional tools and materials teachers need to help students build their oral language, reading, and writing skills and achieve academic language proficiency.	No	Fully Implemented	Complete		\$100,000.00	72,292

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.11	Designated English Language Development Continue to audit site Designated English Language Development practices to identify strengths and areas of growth and compile best features and practices across the district to continue to improve Designated English Language Development instruction and improving outcomes for English Language Learners.	No	Partially Implemented	In progress. Site visits/audits take place approximately once per month for each site.		\$0.00	0
1.12	Integrated English Language Development Teachers will continue to incorporate best practices for Integrated English Language Development into all subject areas as demonstrated by evidence of key SIOP strategies in every classroom. This expectation will be supported by district and site professional development as well as regular integrated ELD walkthroughs/feedback sessions for teachers by district and site administrators.	No	Partially Implemented	In progress. Site visits/audits take place approximately once per month for each site.		\$30,000.00	13,500
1.13	English Language Learners - Newcomers The District will Implement a newcomer plan with supplemental resources in 2023-24. The plan will include the hiring of three Newcomer teachers - one for each middle school and one itinerant	No	Fully Implemented	Two elementary and two middle school newcomer teachers were hired and trained to provide tailored language instruction to newcomers (in addition to their normal schedule). Various forms of Professional		\$469,288.00	121,579

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	teacher to be shared among the elementary schools.			Development is taking place to support the development of these teachers' practices.			
1.14	<p>Progress Monitoring A more centralized system of Progress Monitoring will be designed in summer 2023 and implemented in winter 2024, to be aligned with the district's MTSS system. Teachers and principals will focus more on individual RFEP students who are not making adequate progress.</p> <p>Progress monitoring happens consistently in MVWSD although improving processes and procedures will make it easier for administrators and teachers to ensure that students are making appropriate progress in acquiring English and content proficiency.</p>	No	Partially Implemented	The new Progress Monitoring process will take place in December, with follow ups in January.		\$0.00	0
1.15	<p>Co-Teaching The District will continue to implement co-taught classes in English Language Arts and mathematics at both middle schools. Two co-taught Transitional Kindergarten classrooms and one preschool co-taught class will be added for 2023-24</p> <p>Co-teaching allows more opportunities for small group and one-to-one learning and stronger</p>	No	Fully Implemented	Co-taught classrooms are staffed and fully operating. Co-teachers have been offered professional development with Susan Hentz in August and October, 2023. Coaching has been provided with Susan Hentz and Coordinator Nelson monthly with co-teachers at the middle school level. Due to a trimester		\$9,000.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	modeling during lessons as two teachers are collaborating on lesson design.			change in teachers, the TK co-teachers were designated for coaching in Spring 2024.			
1.16	<p>Intensive Reading Instruction The District will continue to provide an intensive reading curriculum to all schools to better support students with building foundational reading skills with a focus on Students with Disabilities. The curriculum will be taught at least three days per week. Teachers will use identified progress monitoring systems within the curriculum to determine and plan for continued instruction.</p> <p>Reading Intervention provides students with an opportunity to increase reading skills at their instructional level. A key aspect of reading intervention is developing self-esteem through acquisition of reading and writing skills and strategies. Students gain confidence and their skills improve through instruction in decoding, comprehension, writing, study skills, This action also tied to actions in the District's approved Comprehensive Coordinated Early Intervening Services (CCEIS) plan and Special Education Plan (SEP)</p>	No	Fully Implemented	The Special Education Department has purchased and distributed curriculum for teachers providing this intervention. Teachers were provided training in August on use of the curriculum.		\$42,417.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.17	<p>Multi Tiered System of Support Develop MVWSD's Multi Tiered System of Support (MTSS) to improve instruction, differentiate learning and align systems. Over the course of the 2023-24 school year a MTSS planning team will fully implement Universal Data Cycles (UDC) and Coordination of Services Team (COST) processes. The team will also gather feedback on UDC and COST process to revise and refine as needed. Site leaders will be training on new SST process and they will be implemented. The team will also examine current practices in academics, social & emotional, and behavior to build upon tiered system of interventions.</p> <p>The development of this Framework will allow the District to address both the academic and non-academic needs of all students. The framework will be comprehensive and detail how and when to administer support and allow for the tools and time to implement such strategies. This action also encompasses actions outlined in the District's approved Comprehensive Coordinated Early Intervening Services (CCEIS) plan.</p>	No	Fully Implemented	<p>MTSS implementation has continued with implementation of Coordination of Services Team (COST) and Student Study Team (SST), in addition to Universal Data Cycles (UDC). School teams received refresh training on COST and SST in the Fall. A year long UDC calendar was developed and shared districtwide. Site leaders and teams are supported with the launch of each new data cycle through training, reminders, and presentation templates.</p> <p>MTSS & PowerSchool integration -The district office MTSS team in partnership with the District's technology department developed and launched the MTSS reports and meeting forms in PowerSchool, as well as collected feedback from site leaders to work on future improvements. The MTSS reports allow site leaders and teams to see a snapshot of COST & SST, as well as list of students in either COST or SST at the site level.</p> <p>MTSS Check-ins - site leaders meet with varying members of the district office MTSS team</p>		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
				once per data cycle to collaborate on MTSS implementation of UDC, COST, and SST at the site level.			
1.18	<p>Equity Seminars The district is engaging all staff in a series of workshops designed to increase knowledge related to the topic of Equity. These seminars are designed collaboratively by district leadership and delivered by the district's Equity Director.</p> <p>The Director of Equity will continue to meet with both principals and teachers to address equity-related issues. For the 2023-24 school year, the Director will engage principals, teachers, and staff in training sessions about addressing bias-motivated incidents and attitudes at the middle schools, particularly. The trainings will include presentations and collaborative workshops.</p>	No	Partially Implemented	In progress. The Director of Equity continues to provide professional develop		\$500.00	0
1.19	<p>Addressing Significant Disproportionality The district will address significant disproportionality to support Hispanic/Latino students, both English only and English Learners, to meet academic targets by partnering with Stanford's Center to Support Excellence in Teaching. The results of the data collected during the 2022-23 school year will be analyzed by a faculty panel</p>	No	Partially Implemented	In progress. Dr. Laura Bonnet-Hill at Stanford's Center to Support Excellence in Teaching will be conducting a listening session with a cohort of first grade teachers in our district in order to develop and deliver teacher professional development on early		\$17,000.00	2,272.50

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>(Learning Lab). Professional learning targets will be developed and training will be provided to student-facing staff at our target population schools. Additionally, next year we will be adding personnel to support these efforts.</p> <p>This action is also tied to actions in the District's approved Comprehensive Coordinated Early Intervening Services (CCEIS) plan.</p>			literacy for multilingual learners by the end of the school year.			
1.20	<p>Dyslexia Plan</p> <p>The District has been working to develop a Dyslexia Plan. The plan is designed to identify and provide academic supports to students experiencing reading difficulties or who are identified as at risk for dyslexia.</p> <p>In 2023-24 the District will continue to implement universal screening and work to expand its plan. Professional development will be provided to teachers and support staff.</p>	No	Fully Implemented	<p>Dyslexia Plan - District staff developed and presented a dyslexia plan to the Board of Trustees in the Fall, which included a vision for literacy in MVWSD, steps to move to a structured literacy approach (including adopting a new curriculum), and leveraging MTSS to support the literacy needs of all students. Universal Screening - screening continued using the i-Ready Dyslexia screener for grades K-3 in both the Fall and Winter. Educators received refresher training on the screener in the Fall and optional trainings were offered again in the Winter. MVWSD participated in UCSF's</p>		\$10,000.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
				Multitudes Universal Screener research project at Castro, Mistral, and Monta Loma. Professional Learning - K-5 teachers received Part 2 of the Dyslexia Awareness for Educators training from Learning Ally, which completed the series.			
1.21	<p>Early Literacy Team For the 2023-24 school year the District is adding an Early Literacy Team. The purpose of the team is to provide resources and personnel to address the needs of students in foundational skills with a focus on our lowest performing sites: Castro School, Monta Loma, Theuerkauf and Mistral.</p> <p>The team will consist of one Director, 5 reading intervention teachers and 6 instructional assistants that will be deployed to sites to do small group reading instruction over the course of the school year. Student progress will be monitored closely and staff assigned to meet needs as they arise.</p>	No	Fully Implemented	<p>5 reading intervention teachers, 5 instructional assistants, and 1 Director have been hired. The early literacy team is providing intervention to over 200 K-2 students at Castro, Mistral, Monta Loma, and Theuerkauf. The early literacy team has provided professional development on structured literacy and foundational skills to teachers and administrators at the school sites.</p> <p>Reading intervention groups are based on several assessment points. Groups are flexible, with students exiting and entering every 8-9 weeks based on progress monitoring data.</p>		\$922,018.20	354,917
1.22	<p>Course Access Eight-Period Middle School Schedule</p>	No	Fully Implemented	All middle school students are enrolled in a Broad Course of study as		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	The District wants all students to be enrolled in a Broad Course of Students. Additionally, the District wants to ensure that underrepresented students have access to, and are enrolled in, programs and services developed and provided for low income, English learner, foster youth, and Students with Disabilities. The District has implemented a 8-period schedule at both middle schools which allows all students to have access to core subjects, at least one choice elective and Response to Instruction as needed. The schedule also ensures that English Learners have access to English Language Development and Students with Disabilities have access to co-taught classes and or instructional support as needed.			indicated by Powerschool Reports.			
1.23							

Goal 2

Goal Description

Develop and implement programs and processes to equitably and effectively support students' social-emotional health and behavior.

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Attendance Rates	Spring 2020: District - 96.5% Bubb Elementary - 96.5% Castro Elementary - 95.4% Crittenden Middle - 96.7% Graham Middle - 96.9% Huff Elementary - 97.3% Landels Elementary - 96.5% Mistral Elementary - 96.3% Monta Loma Elementary - 96% Stevenson Elementary - 97% Theuerkauf Elementary - 95% Vargas Elementary - 95.9%	Spring 2022: District - 95.0% Bubb Elementary - 96.4% Castro Elementary - 91.1% Crittenden Middle - 94.3% Graham Middle - 95.8% Imai (Former Huff) Elementary - 96.3% Landels Elementary - 94.6% Mistral Elementary - 95.0% Monta Loma Elementary - 93.8% Stevenson Elementary - 96.2% Theuerkauf Elementary - 93.1% Vargas Elementary - 95.0%	Spring 2023: District - 94.2% Bubb Elementary - 95.3% Castro Elementary - 91.5% Crittenden Middle - 94.7% Graham Middle - 94.2% Imai (Former Huff) Elementary - 94.2% Landels Elementary - 93.6% Mistral Elementary - 94.2% Monta Loma Elementary - 92.8% Stevenson Elementary - 95.6% Theuerkauf Elementary - 92.4% Vargas Elementary - 94.2%	November 30, 2023 District – 95.6% Bubb Elementary – 96.23% Castro Elementary – 93.83% Crittenden Middle – 95.29% Graham Middle - 95.44% Imai Elementary - 96.48% Landels Elementary - 95.23% Mistral Elementary - 95.42% Monta Loma Elementary - 95.3% Stevenson Elementary - 96.6% Theuerkauf Elementary - 95.29% Vargas Elementary - 95.76%	Maintain or increase to 97% overall and for all schools.
Chronic Absenteeism Rate	2019 California Dashboard Overall Rating - Yellow English Learners - Orange Homeless - Orange Socioeconomically Disadvantaged - Yellow Students with Disabilities - Orange	No data for chronic absenteeism was published on the California Dashboard in December 2021. The following data is from Dataquest for the 2020-21 school year. Overall - District: 4.6%, Bubb - 4.0%, Crittenden 4.2%, Landels - 6.6%, Imai - 2.4%, Mistral - 2.8%,	2021-22 California Dashboard ratings were published in December 2022. Ratings for this dashboard are based on the following scale Very Low, Low, Medium, High and Very High. The District would like to have Low or Very Low	2022-23 California Dashboard ratings were published in December 2023. Ratings for this dashboard are based on the following scale Very Low, Low, Medium, High and Very High. The District would like to have Low or Very Low	Maintain or increase overall rating and subgroup ratings to green or blue

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	African American - Orange Asian - Blue Filipino - Yellow Hispanic/Latino - Green Pacific Islander - Yellow White - Green	Graham - 2.6%, Vargas - 4.5%, Castro - 12.7%, Monta Loma - 6.5%, Stevenson - 1.8%, Theuerkauf - 8.0% English Learners - District - 0.4%	ratings for Chronic Absenteeism. Overall - High English Learners - Very High Homeless - Very High Socioeconomically Disadvantaged - Very High Students with Disabilities - Very High African American - High Asian - Medium Filipino - High Hispanic/Latino - Very High Two or More Races - Medium White - High Pacific Islander - No Performance Rating	ratings for Chronic Absenteeism. Overall - Medium English Learners - Medium Homeless - Medium Socioeconomically Disadvantaged - Very High Students with Disabilities - Medium African American - High Asian - High Filipino - High Hispanic/Latino - Medium Two or More Races - Low White - High Pacific Islander - No Performance Rating	
Middle School Dropout Rate	0%	0% in 2021-22	0% in 2022-23	0%	Maintain zero middle school dropouts
Suspension Rates	2019 California Dashboard Overall - Green English Learners - Green Homeless - Yellow Socioeconomically Disadvantaged - Yellow Students with Disabilities - Green	No data for suspensions was published on the California Dashboard in December 2021. The following data is from Dataquest for the 2020-21 school year. Suspension Rates Overall - District: 0.3%, Bubb - 0%, Crittenden 0.3%,	2021-22 California Dashboard ratings were published in December 2022. Ratings for this dashboard are based on the following scale Very Low, Low, Medium, High and Very High. The District would like to have Low or Very Low	2022-23 California Dashboard ratings were published in December 2023. Ratings for this dashboard are based on the following scale Very Low, Low, Medium, High and Very High. The District would like to have Low or Very Low	Maintain or increase overall rating and subgroup ratings to green or blue

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	African American - Green Asian - Blue Filipino - Blue Hispanic/Latino - Yellow Two or More Races - Yellow White - Green	Landels - 0%, Imai - 0.6%, Mistral - 0%, Graham - 0.5%, Vargas - 0%, Castro - 1.2%, Monta Loma - 0%, Stevenson - 0%, Theuerkauf - 0% English Learners - District - 0.4%	ratings for Suspension. Overall - Medium English Learners - High Homeless - High Socioeconomically Disadvantaged - High Students with Disabilities - High African American - High Asian - Low Filipino - Medium Hispanic/Latino - Medium Two or More Races - Low White - Low	ratings for Suspension. Overall - High English Learners - High Homeless - Very High Socioeconomically Disadvantaged - Very High Students with Disabilities - Very High African American - High Asian - Low Filipino - Medium Hispanic/Latino - Very High Two or More Races - Low White - High	
Expulsion Rates	0%	0% for spring 2022	0% for 2022-23	0%	Maintain zero expulsions
Entering Discipline Data	The error rate for entering discipline data into Powerschool was 15% at the end of 2019-20.	The error rate for entering discipline data into Powerschool was 22% at the end of 2021-22.	The error rate for entering discipline data into Powerschool was 18% at the end of 2022-23.	The error rate for entering discipline data into Powerschool was 18% at the end of 2022-23. Data for 2023-24 is not yet available.	Decrease error rate to 9%
The percentage of students who agreed or strongly agreed that they feel safe at school on the LCAP/Climate Survey.	93% agreed or strongly agreed	72% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	61% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey	Not Available until May	Increase to 97% agree or strongly agree

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
The percentage of students who agreed or strongly agreed that adults care about their success on the LCAP/Climate Survey.	86% agreed or strongly agreed	79% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	74% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey	Not Available until May	Increase to 90% agree or strongly agree
The percentage of students who agreed or strongly agreed that my school focuses on a students character on the LCAP/Climate Survey.	65% agreed or strongly agreed	62% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	on the spring 2023 LCAP/Climate Survey 57% agreed or strongly agreed	Not Available until May	Increase to 80% agree or strongly agree
The percentage of staff who agreed or strongly agreed that students social emotional needs were met on the LCAP/Climate Survey.	76% agreed or strongly agreed	72% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	72% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey	Not Available until May	Increase to 85% agree or strongly agree
The percentage of parents who agreed or strongly agreed that their students social emotional needs were met on the LCAP/Climate Survey.	68% agreed or strongly agreed	75% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	77% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey	Not Available until May	Increase to 75% agree or strongly agree

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.1	At Risk Supervisors Continue to have 11.0 FTE At-Risk Supervisors for the District schools. At-Risk Supervisors will continue to be supported and trained through	No	Fully Implemented	Ongoing. At-Risk Supervisors receive support and professional development from both		\$1,088,432.00	398,183

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>regular professional development opportunities over the course of 2023-24 in order to increase their positive impact on school climate and attendance.</p> <p>One additional At Risk Supervisor will be added to Castro School (Goal 6, Action 2)</p> <p>At-Risk Supervisors work directly with at-risk students and parents to provide support and interventions as needed. They monitor students progress and connect families to community resources.</p>			their site leaders and the district office.			
2.2	<p>Improving attendance To improve attendance and decrease truancy and chronic absenteeism the district will do the following:</p> <ol style="list-style-type: none"> 1. Communicate the importance of attendance in school and District newsletters and websites 2. Review attendance data monthly with site administrators at Leadership meetings with a focus on our homeless population to analyze trends and develop next steps. 3. Review and Implement School Attendance Review Team (SART) and District School Attendance Review Board (SARB) protocols with a focus on interventions for students who are at risk in the areas of absenteeism. 	No	Fully Implemented	<p>Ongoing:</p> <ol style="list-style-type: none"> 1. Communication about the importance of attendance has been shared during two months in school and District newsletters 2. Attendance data is reviewed regularly with site administrators with a Focus on our homeless population to analyze trends and develop next steps. 3. Training on procedures for School Attendance Review Team (SART) and District School Attendance Review Board (SARB) protocols with a focus on interventions for students who are at risk in the 		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
				areas of absenteeism has been provided to all administrators.			
2.3	Health Wellness Committee The District will continue to convene a Health and Wellness Committee to align efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment.	No	Fully Implemented	The Health and Wellness Committee meets 4 times within the school year. Two meetings have already occurred. The Health and Wellness Committee has examined the Local School Wellness Plan and Annual Goals and provided input on campaigns and activities.		\$2,000.00	267
2.4	School Linked Services The District will continue to partner with School Linked Services to offer services to strengthen individuals, families and systems by addressing needs and risks faced by children, youth, and families.	No	Partially Implemented	In progress. The District is partnering with School Linked Services.		\$193,522.00	72,689
2.5	Suspensions In order to improve suspension rates and better support students, the District will do the following: 1. Review discipline data monthly at Leadership Team meetings as well as at monthly meetings with School Community Engagement Facilitators and At-Risk Supervisors in order analyze behavior trends, and discuss action steps to improve outcomes for students. 2. Continue to provide training for site administrators and support staff to accurately enter office referrals	No	Partially Implemented	Ongoing: Training for site administrators has been provided at Leadership meetings. Regular meetings with School Community Engagement Facilitators and At-Risk Supervisors have focused on action steps.		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	and discipline data into PowerSchool						
2.6	<p>Student Social Emotional Health Continue to Implement the plan of action for competency-based Social Emotional Learning by:</p> <p>1. Continuing to implement of the social-emotional measurement tool Sown to Grow at all elementary sites 2. Expand implementation of Sown to Grow to the middle schools.</p> <p>Use of a social-emotional measurement tool provides school sites with data to inform student development and supports/services needs. The use of a measurement tool will scaffold adult learning of student social-emotional development and functioning.</p>	No	Partially Implemented	All Elementary Schools have fully implemented weekly student check-ins with Sown to Grow. Data is analyzed monthly with Principals and has recently been incorporated in the universal data cycle review as part of MTSS that informs COST referrals. Expansion of Sown to Grow to the middle schools has been explored with site leadership and site leadership committees.		\$40,000.00	37,000
2.7	<p>Student Social Emotional Health Whole School, Whole, Community, Whole Child Model (WSCC)</p> <p>The District will provide professional development to administrators on the the Whole School, Whole Community, Whole Child model that was developed in the 2021-22 school year. . District staff will continue to support sites with implementation of strategies,</p>	No	Partially Implemented	Whole Child professional development is embedded in the MTSS trainings. The Health and Wellness Coordinator has worked with the Director of Equity to include whole child approaches to social emotional supports through the monthly activities matrix as part of		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>supports, and interventions that serve the Whole Child.</p> <p>The WSCC model accomplishes important objectives: It emphasizes the relationship between educational attainment and health, by putting the child at the center of a system designed to support both. It provides an update to the Coordinated School Health (CSH) approach to better align with the way schools function.</p>			the #BetterTogether campaign.			
2.8	<p>Addressing Chronic Absenteeism - Homeless Students</p> <p>MVWSD has been identified for Differentiated Assistance due to high levels of chronic absenteeism and low academic achievement for Homeless Students. The District has convened a Differentiated Assistance team that has been working collaboratively with representatives from the Santa Clara County Office of Education to develop a plan to begin to address the needs of this group of students. Specifically in the 2023-24 school year the District will:</p> <p>1. Develop and implement an attendance monitoring and staff communication system for Homeless students to be used consistently by all school sites.</p> <p>Additionally, the District's McKinney-Vento Liaison will:</p>	No	Partially Implemented	The District has implemented all actions to begin to address Chronic Absenteeism for Homeless Students and continues to revise and refine.		\$28,052.00	19,913

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1. Develop a check-list to use with families during home visits 2. Deliver attendance-related training to McKV families while on home visits 3. Provide training to staff about Homeless (McKV) designation at the beginning of the school year at each school site 4. Identify for teachers their McKV students and provide general tips and supports on an ongoing basis 5. Visit schools on an ongoing basis to monitor the needs of McKV students.						
2.9	Supporting Student Behavior Results of the Districts LCAP/Climate survey given in spring 2023 indicate that only 61% of students feel safe at school and only 63% feel that there are clear and fair consequences for breaking rules at my school. This combined with data collected during the District's ThoughtExchange and safety audit has prompted the District to take a more proactive role in addressing student behavior. In the 2023-24 school year the District will: 1. Develop and implement a process for responding to student behavior incidents that will be used consistently across all sites. 2. Develop guidelines for all sites for responding to student behavior incidents.	No	Partially Implemented	In progress. A set of Behavior Response Standards were developed in Spring 2023 and initial staff training happened in July and August. Behavior Data review takes place regularly, and training of new staff groups and re-training/refinement is constantly taking place.		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures

Goal 3

Goal Description

Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders.

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Percentage of families reporting that they agree or strongly agree that MVWSD creates a welcoming environment for families on the LCAP/Climate Survey.	Overall 82% agreed or strongly agree (56% agreed - 27% strongly agreed)	Overall 83% agreed or strongly agreed (58% agreed - 25% strongly agreed) on the spring 2022 LCAP/Climate Survey.	Overall 86% agreed or strongly agreed (58% agreed - 27% strongly agreed) on the spring 2023 LCAP/Climate Survey	Not Available until May	Maintain or increase the percentage of families that agree or strongly agree that MVWSD creates a welcoming environment for families. Increase the percentage of families that strongly agree by 8% a year from 27% to 51%.
The percentage of families that agree or strongly agree that they understand the academic supports available to their students on the LCAP/Climate Survey.	74% agreed or strongly agreed that they understand the academic supports available to their students. 61% agree or strongly agree that they understand the non-academic supports	73% agreed or strongly agreed that they understand the academic supports available to their students on the spring 2022 LCAP/Climate Survey. 60% agreed or strongly agreed that they understand the	72% agreed or strongly agreed that they understand the academic supports available to their students. 62% agreed or strongly agreed that they understand the non academic supports available to their students.	Not Available until May	Increase the percentage of families that agree or strongly agree that they understand the academic supports available to 80%. Increase the percentage of families that agree or strongly agree that they

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	available to their students.	non academic supports available to their students on the spring 2022 LCAP/Climate Survey.	on the spring 2023 LCAP/Climate Survey		understand the non academic supports available to 70%.
The percentage of families that agree or strongly agree that they are encouraged to be involved in school events on the LCAP/Climate Survey.	66% agreed or strongly agreed	63% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	68% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	Increase to 81% agree or strongly agree.
Reduce the most common obstacle to parents receiving the information they need on the LCAP/Climate Survey.	23% agreed or strongly agreed that shat I want to know is mixed in with information that does not apply to me	24% agreed or strongly agreed that what I want to know is mixed in with information that does not apply to me on the spring 2022 LCAP/Climate Survey.	23% agreed or strongly agreed that what I want to know is mixed in with information that does not apply to me on the spring 2023 LCAP/Climate Survey	Not Available until May	Decrease the percentage to 5% that agree or strongly agree.
Professional development opportunities to staff to better understand diverse cultures/sub cultures for more responsive customer support.	No professional development opportunities were provided.	100% of MVWSD staff attended professional development opportunities related to anti-racism, bias, and/or equitable access in 2021-22.	100% of MVWSD staff attended professional development opportunities related to anti-racism, bias, and/or equitable access	Professional development opportunities were provided to all site leaders on three occasions and included topics such as Bias in the SPED Classification Process, Bias in the Discipline Routine, and Creating Inclusive Climates for Students.	Revised Desired Outcome in for 2023-24: 100% of staff will attend professional development opportunities provided each year. Original Desired Outcome: Provide at least 1 staff training per yer.
Percentage of families reporting that Parent University events are	2020-21: 1,000 people attended or Parent University	2021-22: With two more sessions to go, at least 937 people	2022-23: With several more sessions to go, at least 1,503 (will be	As of November, the total attendance at all Parent University	Increase attendance at Parent University/views of

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
easy to access and content directly helps them at home with their children.	Attendance or Viewed Parent University recorded sessions Content Satisfaction - Baseline will be determined during the 2021-22 school year	attended a Parent University event this year and there were 344 views of all Parent University videos. Content Satisfaction: 93.9% of parents who responded to post-event surveys agreed or strongly agreed that "This event helped me better understand how to help my child."	updated again by 4/21) people attended a Parent University event this year and there were 166 views of all Parent University videos. Content Satisfaction: 90.7% of parents who responded to post-event surveys agreed or strongly agreed that "This event helped me better understand how to help my child."	events was at least 715 (more data is still to come in).	recorded session events by 10% each year to 1,300. Content Satisfaction target will be determined at the end of the 2021-22 school year. New Desired Outcome Content Satisfaction Target: 93% will agreed or strongly agree that "This event helped me better understand how to help my child."
Parent Involvement Self Reflection Tool	The State Board of Education adopted self-reflection tool for parent involvement was completed and approved on June 17, 2021	The State Board of Education adopted self-reflection tool for parent involvement was completed and approved on June 16, 2022.	The District had 3/12 areas on Parent Involvement Self Reflection Tool Rubric that were scored at a level 2.	Not available yet	Revised Desired Outcome for 2023-24: Obtain rubric scores of at least 3 on all areas of the Parent Involvement Self Reflection Tool Rubric Original Desired Outcome: Yearly completion and approval of the State Board of Education adopted self-reflection tool parent engagement
The percentage of families that agreed or strongly agrees that	65% agreed or strongly agreed	60% agreed or strongly agreed on	63% agreed or strongly agreed on the	Not Available until May	Increase to 75% agree or strongly agree.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
the District is building the capacity of and supporting family members to effectively engage in advisory groups and decision making on the LCAP/Climate Survey.		the spring 2022 LCAP/Climate Survey.	spring 2023 LCAP/Climate Survey.		
<p>Revised Metric: The percentage of families that agreed or strongly agrees that the District is providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from an underrepresented groups (English Learners, Foster Youth, SocioEconomically Disadvantaged, Hispanic/Latino and Students with Disabilities) in the school community on the LCAP/Climate Survey.</p> <p>Original Metric: The percentage of families that agreed or strongly agrees that the District is</p>	67% agreed or strongly agreed	66% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	65% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	Increase to 77% agree or strongly agree.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from an underrepresented groups in the school community on the LCAP/Climate Survey.					

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.1	<p>School and Community Engagement Facilitators (SCEF) Maintain 8.6 FTE (8 1.0 FTE and 1 0.6 FTE) School and Community Engagement Facilitators.</p> <p>School and Community Engagement Facilitators act as the liaison between students, staff, and parents to remove barriers to improve student learning and achievement. The responsibilities will include, but are not limited to, serving as a resource to students and parents regarding district and community agencies, resources, parent education, and other events and activities that are linked to strong, positive student outcomes. School and Community Engagement Facilitators are assigned based on a school sites percentage of students who English Learners, Socio-Economically</p>	Yes	Fully Implemented	School and Community Engagement Facilitators continue to serve as key members of our site staffs. SCEFs receive regular monthly professional development from district staff to help them be increasingly effective and efficient at working with parents and colleagues.		\$1,027,773.00	422,427

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Disadvantaged or Foster Youth (unduplicated count).						
3.2	<p>District Equity Advisory Committee To meaningfully engage multiple groups of educational partners on issues of Equity, the district will continue to convene a District Equity Advisory Committee (DEAC). The District anticipates that the work of the committee will focus the following over the course of the 2023-34 school year:</p> <p>1. Culturally responsive competences</p> <p>The goal of the District Equity Advisory Committee (DEAC) is to help facilitate community members in providing meaningful feedback to the Superintendent on how to support MVWSD towards achieving its goals of becoming a more equitable and inclusive school district. The role of a committee member is to be a thought partner and a community advocate. The committee membership is a combination of district-level leaders, principals, teachers, staff members, and parent participants who represent the interests of both elementary and middle schools and are expected to attend and participate in meetings held monthly (on average) online during the course of the academic school year.</p>	No	Partially Implemented	In progress. The District Equity Advisory Committee continues to meet once monthly throughout the 2023-24 school year and is focusing on culturally responsive practices in classrooms through the #BetterTogetherMVWSD culture/climate program.		\$1,000.00	482

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.3	<p>Parent Engagement and Parent University In the 2022-23 school year, an improved Parent University system was begun with the development of the Parent U Extension and Parent U Seminario series. Extension series events took place at individual school sites while the Seminario series was developed in conjunction with the Foothill College Family Engagement Institute to provide a Spanish-language, cohort-based program for families. The goal of these changes is to improve families knowledge of the public school system, to empower families to better support their children's development and increase participation and engagement by parents from the District's underrepresented groups including: English Learners, Foster Youth, SocioEconomically Disadvantaged, Hispanic/Latino and Students with Disabilities. In 2023-24, the District will refine new approaches for parent engagement with Parent University. Specifically, the District will</p> <p>1. Continued refinement, branding, and publicity for Parent University as it enters its second year of the new format.</p> <p>Research shows that parent involvement can make a significant difference in student achievement. As MVWSD works collaboratively with parents we know that students</p>	No	Partially Implemented	Parent University is in full stride, with three Speaker Series, eight Seminarios, and at least nine Extension Series events completed as of November 2023. Over 700 attendees have participated in these events so far, with about 2/3 of the school year yet to come.		\$30,000.00	12,000

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	will be more likely to earn higher grades and improve test scores, enroll in higher level programs, attend school regularly, have better social skills, show improved behavior, and graduate high school, and go on to postsecondary education.						
3.4	<p>Parent Communication Research of the technology systems is complete. In Jan 2024, we will set up pilots with technology platforms. Obtain feedback from educational partners on results of research and analysis and then implement fully (assuming pilot goes well) at campuses in August 2024.</p> <p>MVWSD is committed to improving communication with families and ensuring that they get needed information in easily accessible ways.</p>	No	Partially Implemented	MVWSD is implementing a pilot of the Parent Square platform at Theuerkauf Elementary in Spring 2024. Team testing of the system began in December 2023. "Go Live" beta testing with Theuerkauf teachers, staff and parents is tentatively scheduled for mid February 2024. The next phase of the project will be determined in late spring 2024 after beta testing and evaluation is complete.		\$2,500.00	0
3.5	<p>Equity Framework Community Equity Framework.</p> <p>This framework will be used as a tool support the District to build habits of practice to increase inclusivity. In the 2022-23 school year, the District will continue work to finalize the Equity domains and Equity metrics within the</p>	No	Partially Implemented	The Community Equity Framework pilot has been completed and has been brought to the Board of Trustees several times. Small revisions are being made on an ongoing basis and site administrators are receiving training on how		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>Framework that will help the District measure and report on our progress toward more equitable outcomes for students.</p> <p>MVWSD is committed developing programs and providing a high quality education to all students. The Community Equity Framework will ensure that we embed strong equity practices throughout our organization.</p>			<p>to read and interpret the scorecard. Data for next year's scorecard will be collected this Spring. Next year's scorecard will likely be released in August 2024.</p>			
3.6	<p>Equitable Access to Choice Schools</p> <p>The District will work to implement enrollment policy changes that are approved by the Board of Trustees in June 2002 that will have implications for future enrollment starting during the winter of 2023 for our choice programs.</p> <p>Our district offers families access to two choice schools, where students can attend a school outside their attendance boundaries. Based on 2020-21 enrollment data, one of our choice schools (Stevenson Elementary School) is facing a significant disproportionality in the number of students who attend that are English Language Learners (ELLs) and Socio-Economically Disadvantaged (SED). Compared to aggregate district enrollment data, the district serves a population of students approximately 32% of whom are SED, whereas Stevenson currently</p>	No	Fully Implemented	<p>Completed. At the direction of the Board of Trustees, based on staff recommendation, a weighted lottery was installed at our choice program schools facing under presentation of SED students and additional modifications were made to district communications in order to increased equitable access to choice programs. The lottery weights and calculations will continue to be calculated each year based on the previous year's enrollment and lottery pool data.</p>		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>serves a population of which only approximately 6% of students are SED.</p> <p>Ensuring equitable access to choice schools for all families is a priority for the district who concomitantly aims to ensure that every student has access to opportunities they need to succeed.</p>						
3.7	<p>Staff Input The District and site administrators will continue work to facilitate opportunities for staff to provide input on District initiatives and issues.</p> <p>Results from the District's LCAP/Climate survey indicate that only 55% of staff feel that they have a say in decision making process at the site level and only 28% feel that they have a say in decision making process at the District level.</p>	No	Planned	The District will update efforts in spring 2024.		\$0.00	0

Goal 4

Goal Description

Develop and Implement policies and practices to support and retain effective and engaged employees.

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Staff Retention Rates	2020-21 Data: Data is current as of May 19, 2021 and will be updated as applicable. Overall Staff Retention - 91% Certificated Staff - 87% Classified Staff - 94% Teachers - 85%	2021-22 Data: Data is current as of April 25, 2022 and will be updated as applicable. Overall staff Retention - 91% Certificated Staff - 88% Classified Staff - 92% Teachers - 88%	2022-23 Data: Data is current as of April 19, 2023 and will be updated as applicable. Overall staff Retention - 94% Certificated Staff - 93% Classified Staff - 97% Teachers - 92%	Retention rates for 2023-24 will not be available until July.	Overall Staff Retention - 94% Certificated Staff - 92% Classified Staff - 96% Teachers - 90%
Percentage of highly qualified teachers	2020-21: 86% of teachers were considered highly effective.	2021-22 86% of teachers were considered highly effective	2022-23 86% of teachers were considered highly effective; 32 teachers less than 2 years teaching and 7 interns; 1 teacher on a Limited Assignment Permit but fully credentialed in her field.	84%	90% of teachers will be highly qualified.
Number/percentage of mis-assignments of teachers of English learners	2020-21: 3	2021-22: 2 (1%) (All staff including these 2 teachers had a temporary county certificate or appropriate authorizing permit while in their assignment. Both teachers completed their EL authorization by January 2022)	2022-23 - 2 teachers had a waiver or authorizing permit while in their assignment.	5 teachers = .02%	Maintain 0 mis-assignments of teachers of English Learners
Number of other teacher mis-assignments	2020-21: 1	2021-22: 0	2022-23: 0	3	Maintain 0 teacher mis-assignments

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Number of vacant teacher positions	2020-21: 0	2021-22: 0	2022-23: 0	3	Maintain 0 vacant teacher positions.
Percentage of staff that agree or strongly agree that administrators listen to my suggestions and recommendations on the LCAP/Climate survey.	69% agree or strongly agree	60% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	71% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	80% of teachers will agree or strongly agree
Percentage of staff that agree or strongly agree that my school provides adequate support to teachers on the LCAP/Climate survey.	74% agree or strongly agree	61% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	65% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	85% of teachers will agree or strongly agree
Percentage of staff that agree or strongly agree that I am knowledgeable about the criteria, timeline, process, and procedures by which I will be evaluated on LCAP/Climate survey.	88% agree or strongly agree	87% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	87% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	95% of teachers will agree or strongly agree
Percentage of staff that agree or strongly agree that trust exists between school leaders and staff on the LCAP/Climate survey.	71% agree or strongly agree	65% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	70% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	80% of teachers will agree or strongly agree
Percentage of staff that agree or strongly agree that teachers at my school are	97% agree or strongly agree	93% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	93% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	Maintain 97% or increase to 99% agree or strongly agree

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
committed to continuously improving opportunities for student learning on the LCAP/Climate survey.					
Percentage of staff that agree or strongly agree that I have a say in the decision making process at my school or the District level on the LCAP/Climate survey.	58% agree or strongly agree at school level 37% agree or strongly agree at District level	55% agreed or strongly agreed at the school level on the spring 2022 LCAP/Climate Survey. 24% agreed or strongly agreed at the District level on the spring 2022 LCAP/Climate Survey.	55% agreed or strongly agreed at the school level. 28% agreed or strongly agreed at the District level on the spring 2023 LCAP/Climate Survey.	Not Available until May	70% will agree or strongly agree 50% will agree or strongly agree

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.1	Partnership with the Santa Cruz/Silicon Valley New Teacher Project Continue to partner with the Santa Cruz/Silicon Valley New Teacher Project to provide induction to teachers in years 1 and 2 of their careers. Having an induction program allows MVWSD to provide inexperienced teachers with the necessary models and tools for beginning their teaching careers, support them in becoming highly effective, and allow them to obtain a clear credential.	No	Fully Implemented	MVWSD has continued partnership with Santa Cruz/Silicon valley New Teacher Project for he 2023-24 school year. 40 teachers districtwide are participating in this induction support. 2.5 FTE New Teacher Project Support Providers (Coaches) have been hired to support NTP teachers across all school sites in the district.		\$450,088.00	166,991

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.2	<p>Employee Retention and Support Develop and consistently implement district-wide policies and practices that focus on retention, differentiation, and ongoing support.</p> <p>In the 2023-24 school year, staff will assess MVWSD's current approach to professional development, differentiation, and ongoing staff support. This assessment will be done for certificated staff as well as classified staff to determine next steps in improving professional development and practices that support employees.</p> <p>Research indicates that employees that are engaged and supported at work are more likely to stay. They feel a stronger bond to their organization's mission and purpose and this reduces turnover that can be costly.</p>	No	Partially Implemented	Assessments are being created and data will be collected in January and February.		\$110,000.00	0
4.3	<p>Professional Development Committee District staff will meet regularly with the professional development committees for both classified and certificated staff. These committees will review professional development opportunities and collect feedback and input and support the work being completed in Action 4.2.</p>	No	Partially Implemented	Committees will convene after data collection is complete.		\$2,500.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	This work will be the foundation that will lead to the development of high quality professional development programs including differentiation, collaboration, and data driven practices.						
4.4	Hiring Process District staff will develop and implement a recruiting and hiring plan that includes best practices for increasing the diversity in our workforce to mirror our student population. The District wants to have a workforce that mirrors the student population it currently serves.	No	Partially Implemented	The district participated in a review of district hiring policies and procedures. Staff is updating practices for hiring. These include updating visuals on recruitment flyers to represent student diversity and connecting with universities to provide outreach to diverse student groups.		\$0.00	0

Goal 5

Goal Description

Develop and implement plans and protocols to ensure the equitable distribution of resources that support student success.

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Percentage of School Facilities in Good Repair per the Facility Inspection Tool.	Facilities in Good Repair: 7,914 (98%)	2021-22 Facilities in Good Repair: 9629 (99%)	Facilities in Good Repair: 11,320 (97.63%)	Fit Inspections are complete and being analyzed. Data will be provided in spring 2024	Maintain or Increase the number of facilities in Good Repair to 99% This metric was revised to only include a percentage and not the number of facilities as previously written.
Percentage of completed work orders in Service Now.	99% of work orders were completed	2021-22 96% of work orders were completed (April 2022)	99% of work orders were completed. (April 2023)	99.16% completed for the 2023-24 school year	Maintain or improve to 100% of works orders submitted being completed.
Percentage of students reporting that my school is clean on the LCAP/Climate Survey.	41% of students agreed or strongly agreed (this survey was given while students were in distance learning).	39% of students agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	31% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	Increase percentage of students reporting my school is clean to 71% on the District's annual LCAP/Climate survey
Revised Metric: Number/percentage of students with access to their own copies of standards aligned instructional materials for use at school and at home.	100% of students had access to their own copies of standards aligned instructional materials for use at school and at home as approved during the the Public Hearing and Resolution on Sufficiency of Pupil	100% of students had access to their own copies of standards aligned instructional materials for use at school and at home as approved during the the Public Hearing and Resolution on Sufficiency of Pupil	100% of students had access to their own copies of standards aligned instructional materials for use at school and at home as approved during the the Public Hearing and Resolution on Sufficiency of Pupil	100% of students had access to their own copies of standards aligned instructional materials for use at school and at home as approved during the the Public Hearing and Resolution on Sufficiency of Pupil	Maintain 100% of students having access to standards aligned instructional materials for use at school and at home

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Original Metric: Number/percentage of students without access to their own copies of standards aligned instructional materials for use at school and at home.	Textbooks and Instructional Materials Aligned to the Academic Content Standards and Consistent with Content and Cycles of State Frameworks 2020-2021 on September 17, 2021.	Textbooks and Instructional Materials Aligned to the Academic Content Standards and Consistent with Content and Cycles of State Frameworks 2020-2021 on September 9, 2021.	Textbooks and Instructional Materials Aligned to the Academic Content Standards and Consistent with Content and Cycles of State Frameworks 2020-2021 on September 8, 2022.	Textbooks and Instructional Materials Aligned to the Academic Content Standards and Consistent with Content and Cycles of State Frameworks on September 7, 2023	
Percentage of staff reporting that my school is well-maintained on the LCAP/Climate Survey.	90% agreed or strongly agreed	72% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	77% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	Increase to 95% agree or strongly agree.
Percentage of staff reporting that the facilities at my school are up to date on the LCAP/Climate Survey.	83% agreed or strongly agreed	78% agreed or strongly agreed on the spring 2022 LCAP/Climate Survey.	77% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey.	Not Available until May	Increase to 88% agree or strongly agree

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
5.1	Site walkthroughs by the Director of Maintenance - School Cleanliness The Director of Maintenance will walk campuses with principals and discuss any cleaning and maintenance issues including outstanding work orders. The Maintenance Department will also continue cleaning checklists along with cleaning surveys. Custodians will initial that cleaning was done in each area of the site each day/night. Additionally, the	No	Partially Implemented	A new site inspection tool has been created to rate the cleanliness and to find any trouble areas of the school sites. The cleaning surveys will go out again in January. The campus walks with the Principals and custodians will resume in January to discuss the inspection form as well as any outstanding issues.		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Director of Maintenance will evaluate custodial schedules each month for efficiency as well as hold regular monthly meetings with the custodial staff to discuss any issues within the schedule or ways we can help each other to keep our campuses clean.						
5.2	Technology Devices Each year the District issues new Chromebooks to students entering TK/K and 5th grade. The students that receive the Chromebook in TK/K will use the same device through the end of their 4th grade school year. Students that receive a Chromebook at 5th grade will use that device through the end of 8th grade. Issuing new devices at these specific grade levels will ensure that students have access to a fully supported Chromebook throughout their time in MVWSD and ensures a stable budget each year as the cost for the devices is similar year to year. Additionally, the District will be purchasing a small number of Chromebooks with CBRS radios built-in to distribute to students that are homeless in 2023-24.	No	Fully Implemented	The District ordered 300 Chromebooks to replace older models in classroom carts this year. The District also purchased the Chromebooks that will be issued in the 2024-25 school year. All of those Chromebooks have the capability of connecting to the District-wide CBRS network		\$480,682.50	480,682
5.3	MVWSDConnect The District will continue the deployment at CBRS radios at the remaining 2 school sites and continue to add additional families to the network. The District will add	No	Partially Implemented	The department has been working on distributing CBRS capable Chromebooks and CBRS routers to		\$200,000.00	15,079

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>CBRS radios to its staff housing complex and local community center. In 2022-23 deployment of CBRS radios was completed at five additional school sites. Currently 9/11 schools are complete.</p> <p>MVWSDConnect is the District's project to ensure all students have access to the Internet at home. The District is investing in CBRS equipment in order to extend the range of the District's network as much as 3/4 of a mile from the school site allowing students to access the Internet from their home.</p>			families that need Internet access at home			
5.4	<p>Equitable Facilities and Resources</p> <p>Develop Districtwide equitable facility, technology, and student resource standards that are publicly available and shared with stakeholders.</p> <p>During the 2023-24 school year the District will build on the work done in 2022-23 and continue to create Districtwide standards that will be shared publicly with educational partners.</p> <p>Research indicates that building conditions strongly influence a school's social climate. Physical problems recorded at the schools — including a lack of windows, low indoor air quality, leaking roofs and water stains — are correlated with students' negative perception of</p>	No	Partially Implemented	The team has met several times to review standards and discuss site needs. The final document has been created and the team will work on distribution.		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	their schools' social climate. Students in schools with poor facilities were less likely to go to school thus resulting in lower test scores.						
5.5	<p>Meals for Students Ensure every child that needs food has the opportunity for a nutritionally balanced daily meal.</p> <p>The State has committed to continue to offer free meals to all students. The Child Nutrition department will survey students regularly to understand student preferences and make adjustments to menus. Child Nutrition will focus on making from-scratch meals and improving the quality of food offered.</p> <p>Research indicates that school lunch is critical to student health and well-being, especially for low-income students—and ensures that students have nutrition they need throughout the day to learn.</p>	No	Partially Implemented	Second-chance breakfast and lunch have been served each day at every school site. The Child Nutrition Team has started to work towards providing more plant-based meals to students.		\$0.00	0
5.6	<p>Flexible Learning Environments Develop and Implement opportunities to offer flexible learning from home and other environments.</p>	No	Partially Implemented	Two District Office Directors are leading a team of Instructional Coaches in developing a repository of instructional resources and developing a webpage to		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>During the 2023-24 school year, District staff will continue to work to create a way to offer access to standards aligned instructional materials to students from home. The goal is to have a webpage developed as a one-stop shop for parents to visit to access resources for their students.</p> <p>Distance learning during the pandemic has shown some students perform better in a remote learning environment. MVWSD wants to provide flexible learning options to potentially give students the ability to enroll in courses offered at other school sites and ensure that all students have access to the same educational opportunities.</p>			support families and students at home with grade level materials for all students K-8 for both Reading and Math.			
5.7	<p>Custodial Supervisor - Cleanliness To further address concerns of school cleanliness raised in the District's LCAP/Climate survey, the District is adding a Custodial Supervisor.</p> <p>The Custodial Supervisor will monitor site cleanliness and provide training and support to custodians. The custodial supervisor will also be a liaison between the site principal and the Director of Maintenance, Operation, and Transportation. The supervisor will be responsible for the evaluations of site custodians along with the principal.</p>	No	Partially Implemented	The District has posted for a custodial supervisor and held interviews. Due to the tight labor market, the District has not been able to hire a supervisor.		\$114,759.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures

Goal 6

Goal Description

Develop and Implement effective and consistent practices that meet the needs of students of Castro School.

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Improve California Assessment of Student Performance and Progress (CAASPP) ELA results	Spring 2022 Results (percentage of students who met or exceeded standard) Overall - 21.8% Students with Disabilities - 0% English Learners - 3% Hispanic/Latino - 18% SocioEconomically Disadvantaged - 17% English Only - 33% RFEP - 73%			Spring 2023 ELA Results (percentage of students who met or exceeded standard): Overall - 22% Students with Disabilities - 5% English Learners - 5% Hispanic/Latino - 15% Socioeconomically Disadvantaged - 18% English Only - 44% RFEP - 75%	Spring 2023 Results (percentage of students who met or exceeded standard) Overall - 30%% Students with Disabilities - 10% English Learners - 13%% Hispanic/Latino - 27% SocioEconomically Disadvantaged - 25% English Only - 40% RFEP - 76%
Improve California Assessment of Student Performance and Progress (CAASPP) math results	Spring 2022 Results (percentage of students who met or exceeded standard) Overall - 16% Students with Disabilities - 4% English Learners - 5% Hispanic/Latino - 12% SocioEconomically Disadvantaged - 13% English Only - 19% RFEP - 41%			Spring 2023 math Results (perecentage of students who met or exceeded standard): Overall - 16% Students with Disabilities - 5% English Learners - 6% Hispanic/Latino - 11% Socioeconomically Disadvantaged - 13% English Only - 39% RFEP - 44%	Spring 2023 Results (percentage of students who met or exceeded standard) Overall - 25% Students with Disabilities - 14% English Learners - 15% Hispanic - 21% SocioEconomically Disadvantaged - 22% English Only - 28% RFEP - 47%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Improve iReady ELA results	May 2023 Spring 2022 Results (percentage of student who met or exceeded standard) on iReady Diagnostic 3 in Overall - 26% Students with Disabilities - 11% English Learners - 12% Hispanic - 18% Homeless - 11% SocioEconomically Disadvantaged - 19% English Only - 59% RFEP 50%			November 2023 Results (percentage of student who met or exceeded standard) on iReady Diagnostic 2 in November Overall - 16% Students with Disabilities - 0% English Learners - 6% Hispanic - 10% Homeless - Not available SocioEconomically Disadvantaged - 11% English Only - 46% RFEP 27%	May 2024 Spring 2022 Results Overall - 33% Students with Disabilities - 20% English Learners - 20% Hispanic - 26% Homeless - 20% SocioEconomically Disadvantaged - 27% English Only - 63% RFEP - 55%
Improve iReady Math results	May 2023 Spring 2022 Results Overall - 24% Students with Disabilities - 8% English Learners - 13% Hispanic - 18% Homeless - 11% SocioEconomically Disadvantaged - 19% English Only - 46% RFEP 63%			November 2023 Results Overall - 10% Students with Disabilities - 3% English Learners - 4% Hispanic - 5% Homeless - Not available SocioEconomically Disadvantaged - 6% English Only - 27% RFEP 33%	May 2023 Spring 2022 Results Overall - 31% Students with Disabilities - 17% English Learners - 22% Hispanic - 26% Homeless - 20% SocioEconomically Disadvantaged - 26% English Only - 51% RFEP - 67%
Decrease Chronic Absenteeism	2021-22 The overall rating for chronic absenteeism is Very High (33.1% of students)			2022-23 Results The overall rating for chronic absenteeism is Medium (29.4% of students)	Reduce Chronic Absenteeism rates from Very High to High overall and for all student groups

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	Students with Disabilities - Very High English Learners - Very High Hispanic - Very High Homeless - Very High SocioEconomically Disadvantaged - Very High			Students with Disabilities - High English Learners - Medium Hispanic - Medium Homeless - High SocioEconomically Disadvantaged - Medium	
Decrease Suspensions	2021-22 The overall rating for suspensions is High (4.6% of students suspended one day) Students with Disabilities - Very High English Learners - High Hispanic - High Homeless - High SocioEconomically Disadvantaged - High			2022-23 The overall rating for suspensions is Very High (6.1% of students suspended one day) Students with Disabilities - Very High English Learners - High Hispanic - Very High Homeless - Very High SocioEconomically Disadvantaged - Very High	Reduce Suspensions by one level overall and by student groups Overall - Medium Students with Disabilities - High English Learners - Medium Hispanic - Medium Homeless - Medium SocioEconomically Disadvantaged - Medium
Percentage of students who made 1 year's growth in English Language Arts based on the results of iReady assessments	May 2023 51% of students made 1 year's growth in English Language Arts based on iReady reading assessments			Not Available until May	Increase to 56% of students making 1 year's growth in English Language Arts based on iReady reading assessments
Percentage of students who made 1	May 2023			Not Available until May	Increase to 58% of students making 1

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
year's growth in mathematics based on the results of iReady assessments	53% of students made 1 year's growth in math based on iReady reading assessments				year's growth in math based on iReady reading assessments
Number of parents who respond to the District's LCAP/Climate Survey	2022-23: Only 64 parents responded to the District's LCAP/Climate survey from Castro School in spring 2023			Not Available until May	Increase parent responses to 85
Increase the Reclassification Rate	2022-23: The Reclassification rate in spring 2022 was 3.5%			<p>The reclassification rate as of October 2023 is 5.85%</p> <p>The calculation of the reported reclassification rate in past versions of the LCAP was based on the August-June school year. After research and consulting with CA Department of Education staff, we have adjusted the way we calculate reclassification rate to match the state's method. The time period is now October to October (between census dates) and the percentage is derived as follows:</p>	Increase Reclassification rate to 10%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
				(Reclassified between October 2022 and October 2023) / (Reclassified between October 2022 and October 2023 + ELs in October 2023)	
Decrease the Percentage of Long Term English Learners	2022-23: 46% of students were Long Term English Language Learners			<p>November 2023: 9.3% of EL students are At Risk of becoming Long Term English Learners</p> <p>By definition, LTELs must be in grade 6 or above. Castro currently has 9.3% of students who are defined as "At Risk of Becoming an LTEL." Based on the criteria, these students would become LTELs in grade 6 if they do not reclassify and score at the "Standard Not Met" level on the annual CAASPP ELA.</p>	Decrease the percentage of Long Term English Language Learners to 40%
Increase the percentage of students who maintain a level 4 or gain at least one level on the ELPAC	2022-23: 43% of English Language Learners maintained level 4 or gained at least 1 level on the ELPAC			Not Available until June	Increase percentage of students who maintain a level 4 or gain at least one level on the ELPAC to 48%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
The percentage of staff who agree or strongly agree that students social emotional needs were met on the LCAP/Climate Survey.	67% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey			Not Available until May	Increase to 71% agree or strongly agree
The percentage of parents who agreed or strongly agree that students social emotional needs were met on the LCAP/Climate Survey.	83% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey			Not Available until May	Increase to 85% agree or strongly agree
The percentage of families that agree or strongly agree that they understand the academic supports available to their students on the LCAP/Climate Survey	77% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey			Not Available until May	Increase to 80% agree or strongly agree
Percentage of families reporting that they agree or strongly agree that MVWSD creates a welcoming environment for families on the LCAP/Climate Survey.	89% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey			Not Available until May	Increase to 90% agree or strongly agree
Percentage of students reporting that my school is clean on the LCAP/Climate Survey.	55% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey			Not Available until May	Increase to 60% agree or strongly agree

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Percentage of students reporting that I feel safe at my school my on the LCAP/Climate Survey.	72% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey			Not Available until May	Increase to 75% agree or strongly agree
Percentage of staff reporting that I feel safe at my school my on the LCAP/Climate Survey.	52% agreed or strongly agreed on the spring 2023 LCAP/Climate Survey			Not Available until May	Increase to 57% agree or strongly agree

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
6.1	<p>Early Literacy Team Support For the 2023-24 school year the District is adding an Early Literacy Team. The purpose of the team is to provide resources and personnel to address the needs of students in foundational skills with a focus on our lowest performing sites: Castro, Monta Loma, Theuerkauf and Mistral.</p> <p>The team will consist of one Director, 5 reading intervention teachers and 6 instructional assistants that will be deployed to sites to do small group reading instruction over the course of the school year. Student progress will be monitored closely and staff assigned to meet needs as they arise.</p> <p>Since this action was developed as the District was considering how best to support Castro specifically, 40% of time will be spent providing early literacy support for Castro students.</p>	No	Fully Implemented	<p>5 reading intervention teachers, 5 instructional assistants, and 1 Director have been hired. The early literacy team is providing intervention to over 200 K-2 students at Castro, Mistral, Monta Loma, and Theuerkauf. The early literacy team has provided professional development on structured literacy and foundational skills to teachers and administrators at the school sites.</p> <p>Reading intervention groups are based on several assessment points. Groups are flexible, with students exiting and entering every 8-9 weeks based on progress monitoring data.</p>		\$614,678.80	236,612

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
				Early literacy team staff are deployed to sites based on data. Currently, the team serves 62 students at Castro School.			
6.2	<p>At Risk Supervisor Add one additional 1.0 FTE At-Risk Supervisor for Castro School. At-Risk Supervisors will continue to be supported and trained through regular professional development opportunities over the course of 2023-24 in order to increase their positive impact on school climate and attendance.</p> <p>At-Risk Supervisors work directly with at-risk students and parents to provide support and interventions as needed. They monitor students progress and connect families to community resources.</p>	No	Fully Implemented	One additional At Risk Supervisor was hired for Castro School		\$100,375.00	91,438
6.3	<p>School and Community Engagement Facilitator Provide an additional 0.5 FTE School and Community Engagement Facilitator.</p> <p>Castro School already has 1.0 FTE School and Community Engagement Facilitator (Goal 3, Action 1). The District will provide additional 0.5 FTE support for 2023-24. Funding for the additional 0.5 FTE is listed in Goal 2, Action 4 so no funding is listed here.</p>	No	Fully Implemented	An additional 0.5 FTE School and Community Engagement Facilitator was hired for Castro School		\$0.00	0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	School and Community Engagement Facilitators act as the liaison between students, staff, and parents to remove barriers to improve student learning and achievement. The responsibilities will include, but are not limited to, serving as a resource to students and parents regarding district and community agencies, resources, parent education, and other events and activities that are linked to strong, positive student outcomes. School and Community Engagement Facilitators are assigned based on a school sites percentage of students who English Learners, Socio-Economically Disadvantaged or Foster Youth (unduplicated count).						
6.4	Wellness Center Through a partnership with the Santa Clara County Office of Education, Castro School has a Wellness Center staffed with a trained counselor to support student and staff mental health needs. This partnership will continue in the 2023-24 school year.	No	Fully Implemented	The Wellness Center has been open and supporting students since the beginning of the school year.		\$0.00	0
6.5	Transitional Kindergarten class at Castro	No	Fully Implemented	Castro has one TK Class this year.		\$156,429.00	47,066

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>This year the District is expanding Transitional Kindergarten. Originally, all TK classes were located at Theuerkauf Elementary and many Castro families were not able to transport their students to attend TK. Additionally, state preschool is located on the Castro campus.</p> <p>The District will add one TK class to Castro School in order to provide consistent programming for families residing in the Castro Neighborhood.</p>						

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Health & Wellness Annual Goals Progress Report (45 minutes)

Estimated Time: 45 minutes

Person Responsible:

Brian White, Coordinator Health and Wellness

Karin Jinbo, Director Student Supports and Special Education

Background:

Health and Wellness Local School Wellness Policy Annual Goals updates are provided two times per year and a final report is provided at the end of the school year. This Health and Wellness Progress Report contains data informing the progress toward our Local School Wellness Policy Annual Goals to date.

Fiscal Implication:

N/A

Recommended Action:

N/A

ATTACHMENTS:

Description	Type	Upload Date
H&W Annual Goals T2 Progress Report	Backup Material	1/31/2024
H&W T2 Progress Report Slides	Backup Material	1/31/2024

Mountain View Whisman School District

Agenda Item for Board Meeting of February 8, 2024

Agenda Category: Review and Discussion

Agenda Item Title: 2023-2024 Wellness Policy Annual Goals Trimester 2 Progress Report

Person Responsible:

Brian White, Coordinator of Health and Wellness

Karin Jinbo, Director of Student Supports and Special Education

Background:

In Trimester 1, the Health & Wellness Committee held its first meeting of the year, during which it reviewed Local School Wellness Policy goals for the 2023-24 school year. The Social-Emotional Learning Workgroup met and teachers provided feedback on key developmental competencies. MVWSD schools used the Coordination of Services Team model to identify and monitor academic, social-emotional, and behavioral interventions, such as referrals to CHAC. The Castro Wellness Center began its third year of operations, providing individual, group, and drop-in services for students. Vargas and Monta Loma Elementary Schools were each recognized as one of America's Healthiest Schools by Alliance for A Healthier Generation. Elementary schools began Year 2 of Sown to Grow implementation while planning continued to begin Year 1 implementation at middle school.

The Local School Wellness Policy (LSWP) is covered under Board Policy 5030. BP 5030 provides District Health and Wellness Policy covering the areas of nutrition and physical activity. It also provides guidelines for implementation, evaluation, and reporting of specific annual goals.

2023-24 Trimester 2 Actions

Health & Wellness Committee Update

The Health and Wellness Committee met on November 30 with 10 parent and staff participants. Director Debbie Austin presented on MVWSD's partnerships with local farms to provide fresh produce as part of our Food Service program. The committee also discussed Social Media Use and Mental Health, addressing nut and similar allergies, and physical activity in MVWSD. The committee's next meeting is scheduled for March 7, 2024.

Whole Child Site Support

MVWSD schools continue to support students' mental and behavioral health needs through the Coordination of Services Team model. Coordinator White and Coordinator Ellard meet with principals to review referral data, assist in identifying student resources, and troubleshoot individual student and school-site concerns. Coordinator White continues to work with the District-level MTSS and Behavioral Referral System teams on mental health and social-emotional supports for students and expanding available behavioral and mental health data for use in UDC and COST meetings. Coordinator White and Coordinator Ellard meet weekly to calibrate principal feedback and professional learning. Using data from the Sown to Grow Fall SEL Survey, schools are working with their CHAC clinicians to develop supports and interventions for students who self-assessed as having a low sense of belonging. Schools will use Spring SEL Survey data to assess growth in belonging. Planning is underway for additional schools to apply for the America's Healthiest Schools award. The award criteria establishes concrete actions that assists schools in identifying successes to build on and opportunities to increase support for student, family, and staff wellness. Training on student crisis response protocols was provided to afterschool staff.

SEL Workgroup Update

The SEL Workgroup has held two meetings this year; November 8 and January 25. On November 8, the workgroup reviewed activities from the 2022-23 school year and discussed goals for 2023-24. The workgroup expanded on last year's work to recommend key developmental competencies for early elementary, late elementary, and middle school. Those recommendations were reviewed by LT, which provided additional feedback. At the meeting on January 25, the workgroup reviewed and provided feedback on a draft key developmental competencies document that will be included in the SEL Handbook. The workgroup also completed a resource mapping activity, identifying existing SEL resources across MVWSD and opportunities for growth. Coordinator White is presenting at staff meetings on SEL competencies and Transformational SEL as part of MVWSD's efforts to develop a consistent approach to SEL.

Middle School Counselor Support

Coordinator White continues to meet with Middle School Counselors twice per month to provide technical support, share resources, and co-plan middle school mental and behavioral health outreach.

Community Engagement/Outreach

Graham Middle School is hosting a 12 week program called Strengthening Families, which is being presented by Pacific Clinics. Strengthening Families helps parents and children develop relationship-building skills through a family dinner, whole group conversation, and breakout groups for parents and youth. Graham counselors are currently reaching out to specific families and the program is scheduled to start in mid-February.

Sown to Grow Implementation Update

Year 2 implementation continues for elementary schools, which are using custom written reflection prompts that have been developed in alignment with MVWSD's Allyship initiative. Following feedback from administrators and teachers, middle school will administer the Sown to Grow SEL survey in late January/early February. Graham and Crittenden will review survey data during Trimester 2 and will use the data to address student needs related to low belonging.

Acknowledge Alliance

Acknowledge Alliance continues to promote student resilience by offering on-site resiliency consulting to all schools in addition to jobalike Resiliency Groups.

2023-24 Trimester 2 Data

Trimester 2 Site Visits

School sites visited: 11/11

During Trimester 2 site visits, Coordinator White and Principals discussed Indicators of Healthy Schools focus topics and reviewed criteria and evidence needed to demonstrate full implementation for focus topics. Coordinator White and Principals discussed students who had self-assessed as having a low sense of belonging and related support for individual students. Updated Sown to Grow engagement data and CHAC referral data was reviewed. Principals shared updates about the COST process and confirmed dates for staff SEL presentations.

Wellness Policy Annual Goals Progress Report

This is the second of three progress reports in the 2023-24 school year. The expectation is for all LSWP goals to be fully in place for all schools by the end of the school year. If a goal is not yet fully in place, steps needed to move forward to fully in place are outlined below.

Nutrition Promotion	
Goal	School sites will identify at least two stakeholder groups to disseminate Smart Snacks standards and promote healthy food options during school-sponsored activities.
Action Steps	H&W Coordinator will provide related PD and resources to site administrators Site administrators will provide PD to staff and PTA/PTOs on use of Smart Snacks checklist.

		Site administrators will make resources available to PTA/PTOs that promote healthy food options	
How will progress be measured?		Principal Check-Ins, Organization check-ins, parent and teacher informal surveys, PD documentation, site walkthroughs Progress measurement is awareness and not enforcement.	
Not in place: 0 of 11 schools	Partially in place: 0 of 11 schools	Mostly in place: 11 of 11 schools	Fully in place: 0 of 11 schools

The Smart Snacks reference checklist has been established by the U.S. Department of Agriculture (USDA) as a resource to help schools identify food items that meet USDA nutrition standards for foods sold during the school day. All MVWSD schools are aware of the checklist and principals have been trained on how to use the checklist to evaluate proposed food sales outside of MVWSD's food service program. To move from mostly to fully in place, principals will receive training on communicating about the checklist to stakeholder groups and will disseminate information about the checklist to stakeholders during the 2023-24 school year.

Nutrition Education	
Goal	MVWSD will explore resources available to integrate nutrition education with social emotional and cross curricular learning.
Action Steps	Consider existing instruction and related activities that include or may be adjusted to include a nutrition education component. Employ one promotion campaign that includes resources and nutrition information for all socioeconomic levels.
How will progress be measured?	Principal Check-Ins, Child Nutrition Department check-ins, stakeholder feedback, PD documentation

		Progress measurement is awareness and not enforcement.	
Not in place: 0 of 11 schools	Partially in place: 0 of 11 schools	Mostly in place: 11 of 11 schools	Fully in place: 0 of 11 schools

California's Health Education Standards include nutrition education for students in Kindergarten and Grades 2, 4, and 5. Students in MVWSD access nutrition education in a variety of ways, such as STEAM classes, Living Classroom activities, and through integration within core subjects like Math and ELA. Teachers in MVWSD have access to Nutrition Education activities, resources, and lessons through the Nutrition Promotion Resource Page on the MVWSD Intranet. A Nutrition Promotion campaign will be held in March 2024, which coincides with National Nutrition Month. To move from mostly to fully in place, Coordinator White and site principals will identify growth opportunities where students may access nutrition education standards and appropriate related resources.

Physical Activity			
Goal		MVWSD schools will provide students access to physical activities during recess and lunch breaks that are inclusive for students with a variety of abilities and social behaviors.	
Action Steps		School site resource mapping to ensure infrastructure, materials, and equipment serve a variety of student needs. Communicate this goal to parent-teacher organizations.	
How will progress be measured?		Principal Check-Ins, Organization check-ins, parent and teacher informal surveys, PD documentation Progress measurement is awareness and not enforcement.	
Not in place: 0 of 11 schools	Partially in place: 0 of 11 schools	Mostly in place: 11 of 11 schools	Fully in place: 0 of 11 schools

Students with services through Individual Education Programs (IEPs) and 504 Plans receive accommodations which increase the accessibility of physical education and other school activities. Classroom teachers and other school staff receive professional learning about serving students with disabilities and developing and implementing IEPs and 504 Plans. To move from mostly in place to fully in place, Coordinator White will work with special education staff to develop a list of resources and strategies that increase access to physical activity during lunch and recess for students with disabilities, students with social, behavioral, or mental health needs, and other students who experience challenges with participating in lunchtime or recess physical activities.

Other School-Based Activities			
Goal		<p>MVWSD will increase the availability of Spanish-language Health & Wellness resources and activities for schools and families via the MVWSD Virtual Wellness Center</p> <p>Health & Wellness Committee will identify how WSCC approaches exist within an MTSS model</p>	
Action Steps		<p>Develop monthly themes and communicate them to school sites.</p> <p>Quality assurance check of available Spanish-language resources.</p> <p>Schools will identify one WSCC practice that informs a safe and supportive campus.</p>	
How will progress be measured?		<p>Principal Check-Ins, Organization check-ins, parent and teacher informal surveys, PD documentation</p> <p>Progress measurement is awareness and not enforcement.</p>	
Not in place: 0 of 11 schools	Partially in place: 0 of 11 schools	Mostly in place: 11 of 11 schools	Fully in place: 0 of 11 schools

MVWSD maintains a Virtual Wellness Center that includes wellness calendars, information about and resources for mental health, physical health, substance abuse prevention. Wellness Calendars follow a monthly theme aligned with national recognition themes. The Health & Wellness Committee aims to ensure wellness activities are aligned with Whole School, Whole Community, Whole Child practices that fit within MVWSD's MTSS framework. To move from mostly to fully in place, schools will identify a site-based practice that aligns with WSCC practices, which will be reported back to the Health & Wellness Committee.

Mental Health Services Update

Castro Wellness Center

The Wellness Center at Castro is offered in partnership with the Santa Clara County Office of Education and gives Castro students on-campus and timely access to resources that help with social, emotional and mental health needs. Students can access the Wellness Center during instruction, as well as before and after school. Students are able to access a range of wellness supports, including drop-ins for brief one-time support, scheduled check-ins with a LCSW Wellness Center Specialist, groups, and lunchtime activities. About 70% of visits are for access to the Wellness Center's calming space, which supports students with anxiety, de-escalation, and other challenges with self-regulation. When students access Wellness Center services, staff work with students on skills students can use in the classroom, playground, and other school settings.

August - December 2023 Data

Individual students who have accessed the Wellness Center: 143

Total student contacts: 780 (average 150 per month)

The Castro Wellness Center has been using the Fuerte curriculum to support the needs of newcomer students who are at risk for traumatic stress in their arrival process. Fuerte is an Attachment, Regulation, and Competency (ARC) informed curriculum "developed for children and adolescents who have experienced complex trauma, along with their caregiving systems." Fuerte is designed for a group setting and is currently facilitated by the Castro Wellness Center Mental Health Specialist. The primary goals of the Fuerte program include supporting health literacy, linking students with services, building a community of newcomer students, and improving academic and social-emotional outcomes. Currently there are 16 students, third through fifth grade, identified for the Spring Fuerte groups who will be broken into two small intervention groups. Pre- and Post- intervention data is pending.

CHAC Services as of December 31, 2023

When a student is referred to CHAC, designated school staff obtain parent consent and submit a referral. Within 48 hours the referred student is "assigned" to a clinician and is considered "pending service activation". A student is considered "active" when they are receiving active services, which typically take two weeks from the assignment to a clinician. There are circumstances where a student is referred for services without being

assigned to a clinician, most often when a parent declines consent for services or does not respond to attempts by CHAC to seek consent.

Elementary Schools

Students referred for services: 133 (4.5% of 2,959 students)

Students assigned to a clinician: 124

Students waitlisted for individual services: 0

Students waitlisted for group services: 0

Middle Schools

Students referred for services: 80 (5.5% of 1,455 students)

Students assigned to a clinician: 78

Students waitlisted for individual services: 0

Students waitlisted for group services: 0

By School Site:

Schools	BB	CA	IM	LN	MI	ML	ST	TH	VA	CR	GR
Referrals YTD	9	12	22	19	22	4	14	6	25	34	46
Assigned YTD	9	10	17	18	21	4	14	6	25	34	44

Elementary SEL Instruction by CHAC Clinicians

All elementary students are accessing direct SEL instruction by CHAC clinicians assigned to their school site. Indirect support is provided by CHAC clinicians to teachers and staff in all elementary classrooms which may include consultation, collaboration, or supporting activities.

Connection Circle: TK/K

Classrooms receiving 30 min. weekly lessons: 27

Connection Circle uses Kimochis, a set of tools and materials designed to help young children understand and manage their emotions. The program includes a family of plush characters, each representing a different emotion, along with lessons and activities. MVWSD purchased sets of Kimochi materials so Kindergarten and TK teachers can continue using the resources.

SEL Lessons: 1st/3rd/5th

Classrooms receiving 40 min. biweekly lessons: 64

BackTogether! with CHAC|arts: 2nd/4th

Classrooms receiving 45 min. lessons over 4 weeks: 45

BackTogether! is an SEL arts program that supports self awareness, self regulation, and healthy peer connections as students transition from summer back to the classroom. End of program survey data indicated that 90% of students surveyed reported being able to express feelings using art materials and 88% of students surveyed reported enjoying drawing and sharing together with their classmates.

Pacific Clinics School Linked Services (SLS) and Prevention and Early Intervention (PEI) services as of December 31, 2023

Schools: Castro, Crittenden, Graham, Mistral, Theuerkauf

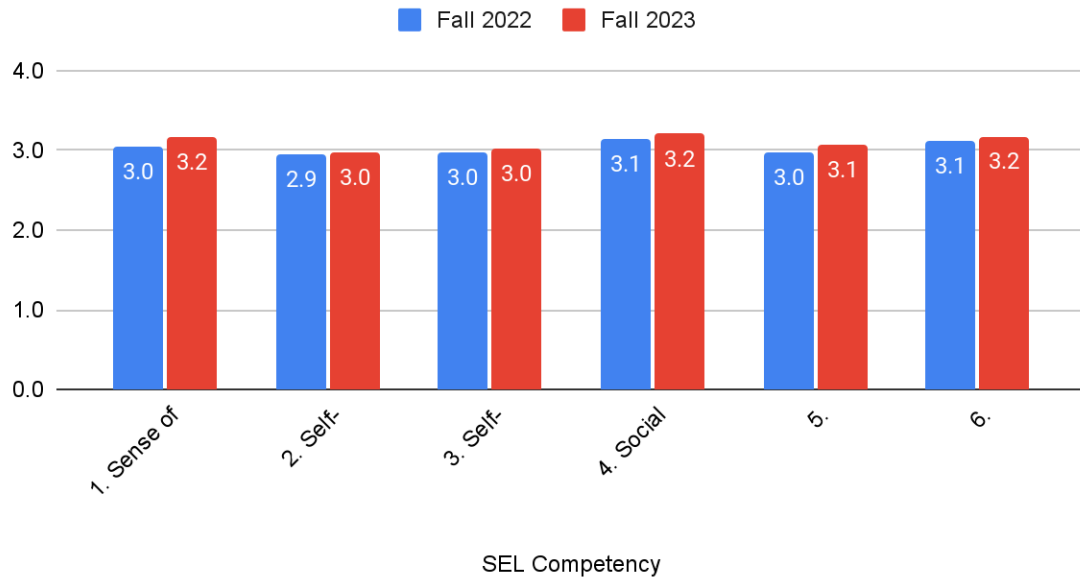
Students receiving SLS: 8

Students receiving PEI: 13

School Linked Services and Prevention and Early Intervention Services are separate services offered through Pacific Clinics. PEI aims to help prevent mental health illness and address challenges at the earliest possible stages, while SLS is a therapy-focused program designed to support youth and families with a more significant level of distress. Following an examination of referral data from the past two school years, Pacific Clinics and MVWSD agreed to shift SLS and PEI services from Monta Loma to Mistral to better align resources with student needs.

Sown to Grow Data through January 19, 2024

Sown to Grow SEL Survey



In September 2023 students in Grades 1-5 completed the Fall SEL Survey. Students assessed their individual strengths and needs across 6 Competencies: 1 - Sense of Belonging, 2 - Self-Awareness, 3 - Self-Management, 4 - Social Awareness, 5 - Responsible Decision-Making, and 6 - Relationship Skills. The Fall 2023 Survey reflects growth across all competencies as compared to Fall 2022. Sense of Belonging showed the greatest improvement year-to-year.

Students in Grades K-5 participate in a weekly Sown to Grow emotional check-in. When students check-in they choose one of the following five options: Awful (1), Not so Good (2), Ok (3), Good (4), and Awesome (5). Students in Grades 3-5 respond to a reflection prompt that is aligned with MVWSD's monthly Allyship theme. Teachers review student check-ins and reflections and provide feedback to individual students.

Engaged Students: 2,976 (95% of rostered students)

34,657 student reflections written

Engaged Teachers: 139 (92% of rostered teachers)

District-wide feedback: 40% of student reflections receive teacher feedback

13,921 teacher feedback responses

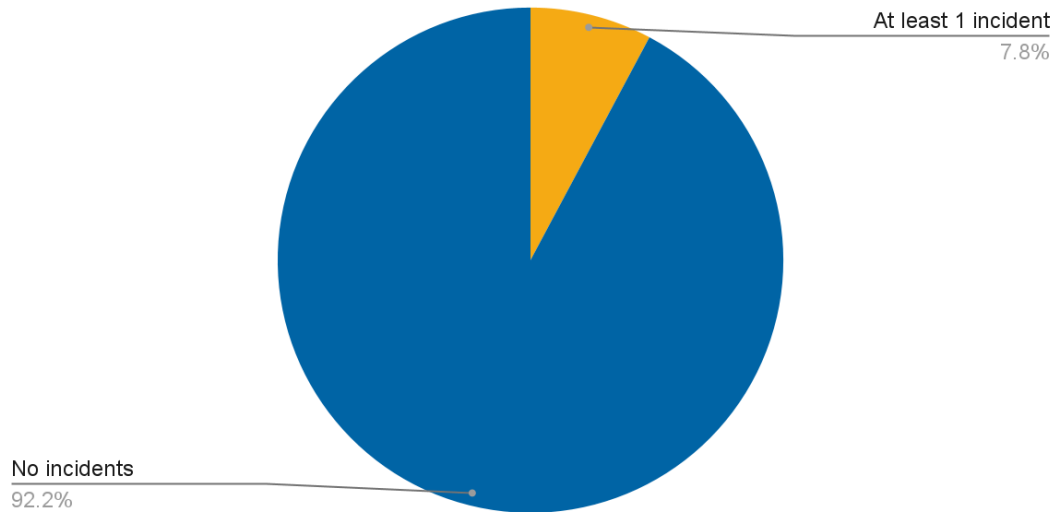
Average student emotional check-in score: 4 of 5 (Good)

During the Fall SEL Survey, 3.25% of students self-assessed as feeling a low sense of belonging (1.75 or below). Principals have been provided a list of these students for their school and are working with CHAC clinicians and COST to address individual student needs.

Behavior Incident Data Through December 31, 2023

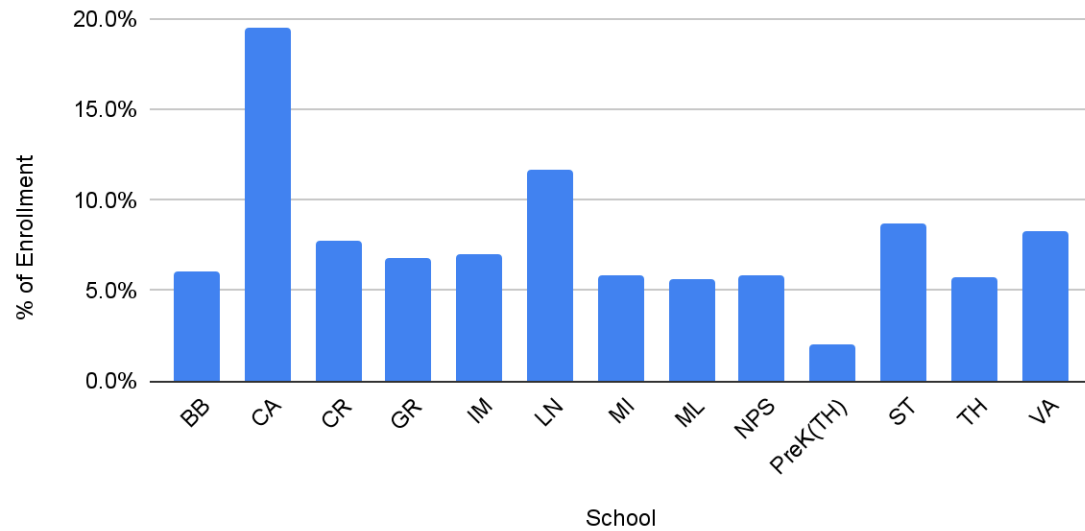
How many students have had disciplinary incidents?

Students with at least 1 state reporting incident in Power School (through December)



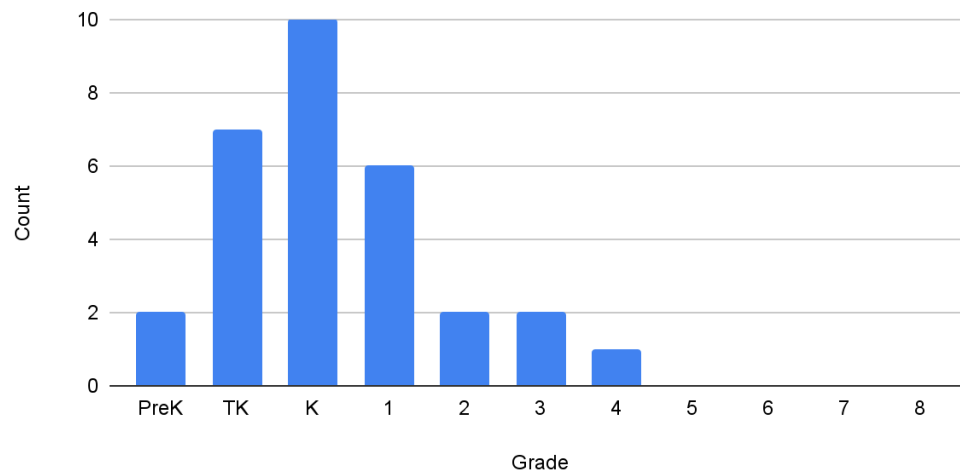
How many students have had disciplinary incidents?

% of enrollment with a state reporting incident in PowerSchool (through December)

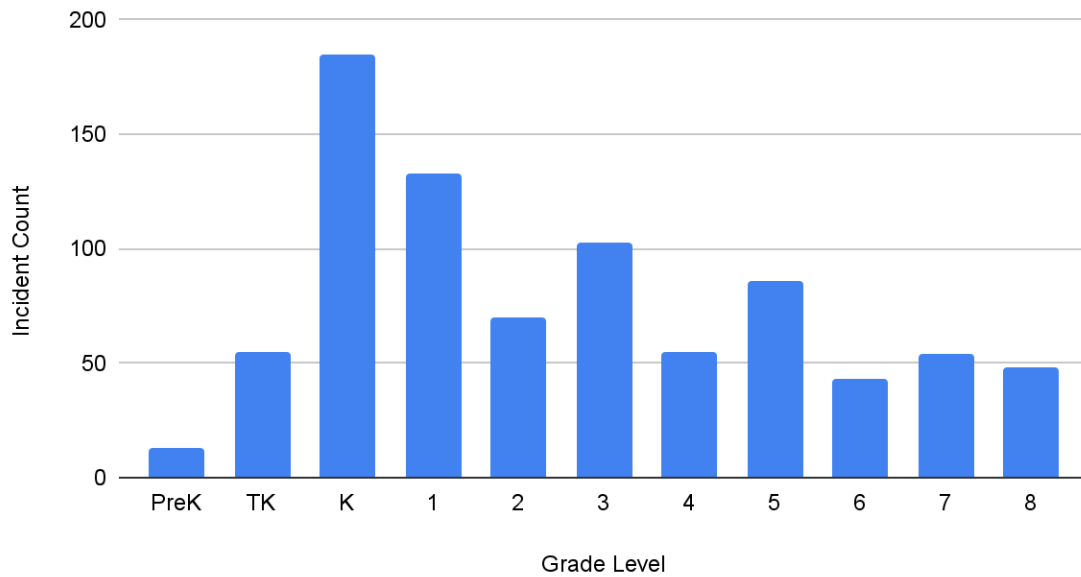


(503) Assault / Battery On School Employee

Count of Individual Students By Grade Level

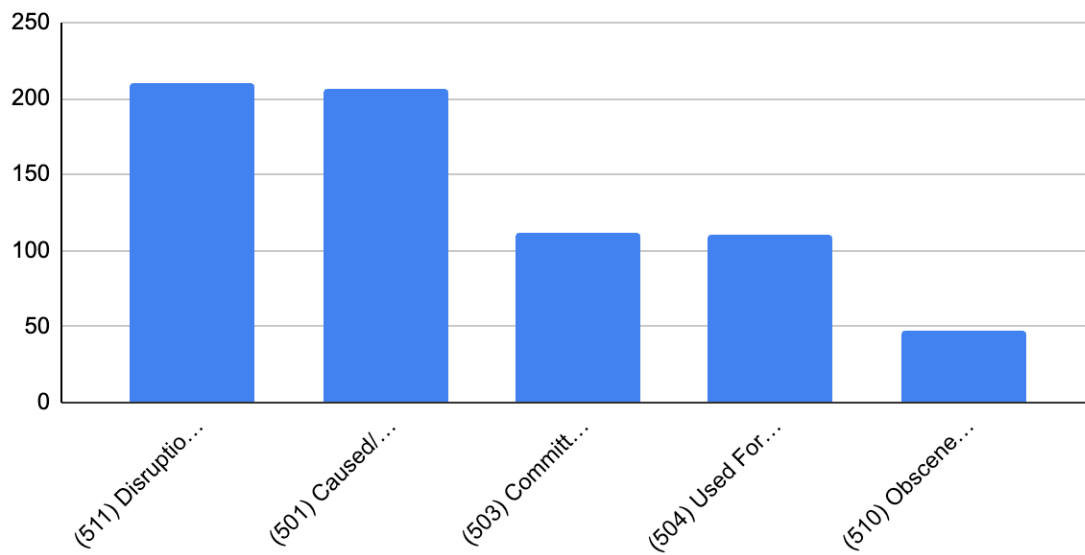


Incident Counts by Grade Level

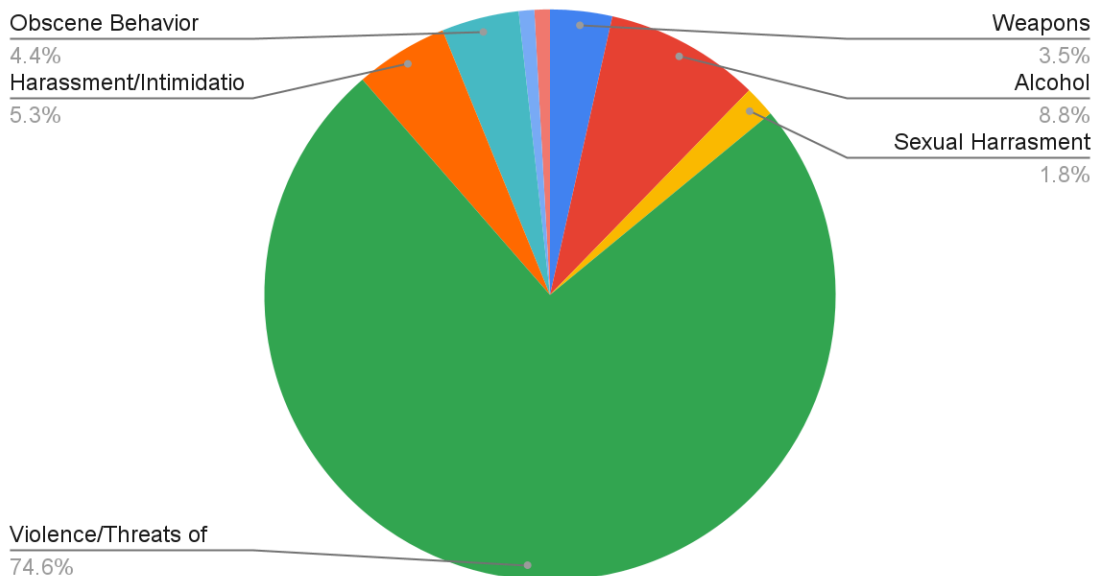


Most Frequent Incident Behaviors

Through December 2023



Suspension Behaviors



Behavior data serves as a valuable indicator of overall student health and wellness, offering insights into emotional well-being, social skills, and potential areas of concern. Through December 31, 2023, about 8% of students have been involved with at least one behavior incident. During Trimester 2 last year, 13.6% of students had an incident record in PowerSchool.

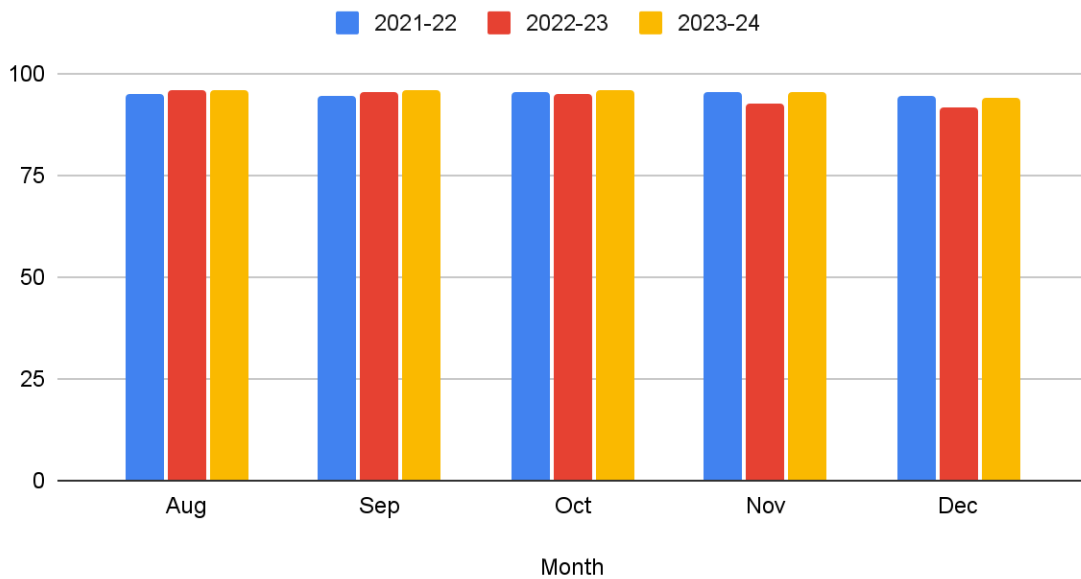
The two most frequently reported incident behaviors are *(511) Disruption, Defiance and* and *(501) Caused, Attempted, or Threatened Physical Injury*. Other frequently reported incident behaviors include *(504) Used Force for Violence*, *(503) Committed Assault or Battery on a School Employee*, and *(510) Obscene Acts, Profanity and Vulgarity*. These 5 incident behaviors account for more than 76% of all incidents.

Incidents of physical behaviors toward school staff continue to involve mostly our youngest students, with the majority of incidents involving students in Transitional Kindergarten, Kindergarten, and First Grade. No incidents of violence toward school staff have been reported for students beyond Fourth Grade.

Through December 31, 2023 87 students have received an in-school or out-of-school suspension. There have been a total of 77 days of out-of-school suspensions and 37 days of in-school suspensions.

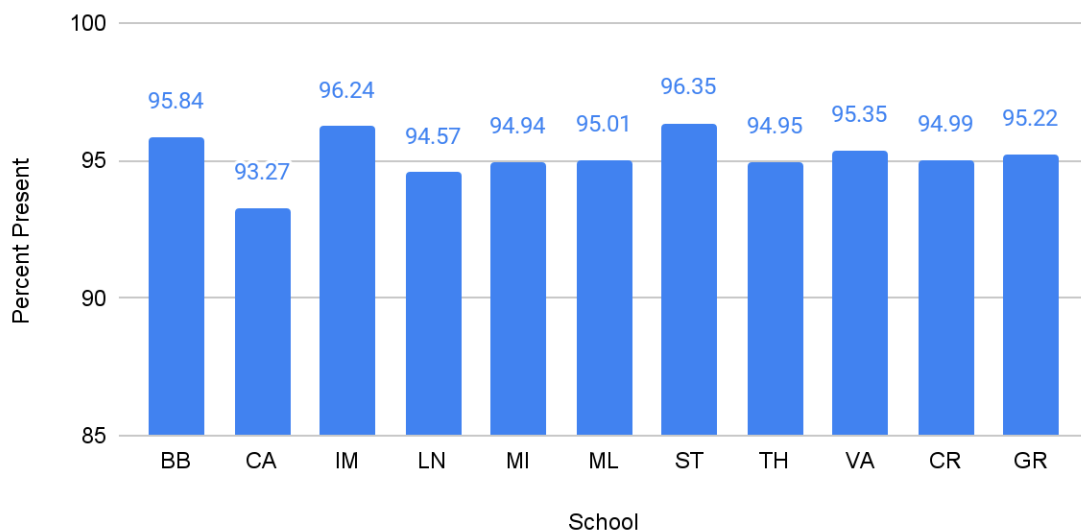
Attendance Data

3-Year Attendance Comparison



2023-24 Attendance by School

Through December 31



Attendance continues to reflect a slight positive trend as compared to last year. This year's attendance rate through December is 95.35%. At this time last year our attendance rate was 94.12% and two years ago it was 95%. Site attendance ranges from 96.35% at Stevenson to 93.27% at Castro.

Considerations

- The Local School Wellness Policy has a positive impact on student health behaviors by increasing access to nutrition information and education, promoting practices that comply with USDA nutrition standards, by emphasizing the importance of physical activity, and by examining district-wide resources and systems.
- The Sown to Grow SEL Survey has provided data that has been helpful in identifying students who may benefit from additional SEL or mental health support. Weekly student check-ins provide an opportunity for students to be known by and connect with their teacher and they also reinforce our #BetterTogether initiative. As MVWSD moves toward an integrated and consistent approach to Social-Emotional Learning, making explicit connections with equity, data, and student intervention remains essential.
- A committee including administrators and teachers will consider next steps for SEL data and support tools at middle school.
- Additionally, as we seek to grow wellness and prevention activities, multiple sources of funding will
- Mental Health Services Act funds create opportunities to increase wellness and prevention support. Exploring multiple sources of funding may be required for long-term sustainability.

Next Steps

Local School Wellness Policy Annual Goals

- Nutrition Promotion: Site principals will receive a presentation on communicating about Smart Snacks guidelines with stakeholder groups and will follow up with staff and parent groups to disseminate information about the guidelines.
- Nutrition Education: During trimester 1:1 meetings, Coordinator White and site principals will identify curriculum points where Nutrition standards are taught for applicable grade levels. The Health & Wellness Committee will provide feedback for March's Nutrition Promotion Campaign.
- Physical Activity: Coordinator White will work with special education staff to share resources and strategies for inclusive physical activity for students during recess and lunch.
- The Final Annual Goals Report will be presented prior to June 30, 2024.

Sown to Grow Implementation

- Coordinator White will meet with middle school administration and counselors to review the results of the Sown to Grow SEL Survey.
- Middle school and elementary school students will take the Sown to Grow Spring SEL Survey in April and May.
- Following the administration of the Winter Sown to Grow SEL Survey, a committee will consider next steps for middle school

Community Engagement

- A Nutrition Promotion Campaign will take place in March 2024.
- A Mental Health Awareness campaign will take place as part of Mental Health Awareness Month in May 2024.
- Coordinator White will continue to work with site principals as schools apply for the America's Healthiest Schools award.

SEL Workgroup

- SEL Workgroup meetings are scheduled for March 7, and May 2.
- Feedback from the workgroup will be shared with Leadership Team.
- The SEL Workgroup will continue to provide feedback on the SEL Handbook, which will be presented in draft form to the Leadership Team.

Health and Wellness Committee

- The next Health and Wellness Committee meetings are scheduled for March 7 and May 23.
- 2023-24 concludes a three year cycle for the Health & Wellness Committee. In 2024-25 the Health & Wellness Committee will collect data on the implementation and impact of the Local School Wellness Policy and provide feedback and recommendations for updates to the LSWP.

Appendix

CALPADS Student Offense Codes Referenced in Behavior Incidents Data

- 104 - Possession of a Knife or Dangerous Object
- 300 - Possession/Use of Tobacco Products
- 403 - Sexual Harassment
- 500 - Caused Physical Injury
- 501 - Caused, Attempted, or Threatened Physical Injury
- 502 - Aided or Abetted Physical Injury
- 503 - Committed Assault or Battery on a School Employee
- 504 - Used Force for Violence
- 505 - Committed an act of Hate Violence
- 506 - Harassment/Intimidation
- 508 - Made Terrorist Threats
- 510 - Obscene Acts, Profanity and Vulgarity
- 511 - Disruption, Defiance
- 512 - Property Damage
- 513 - Bullying
- 601 - Property Theft
- Other (Not state reportable)



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Wellness Policy Annual Goals Progress Report

February 8, 2024





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Alignment

Strategic Plan 2027

• Goal 2: Student Social Emotional Health

○ Objective 2a

- Equitably and effectively support positive student behavior

○ Strategic Initiative 2a.1

- Develop and implement a “whole school, whole community, whole child” model

2023-24 Wellness Policy Annual Goals

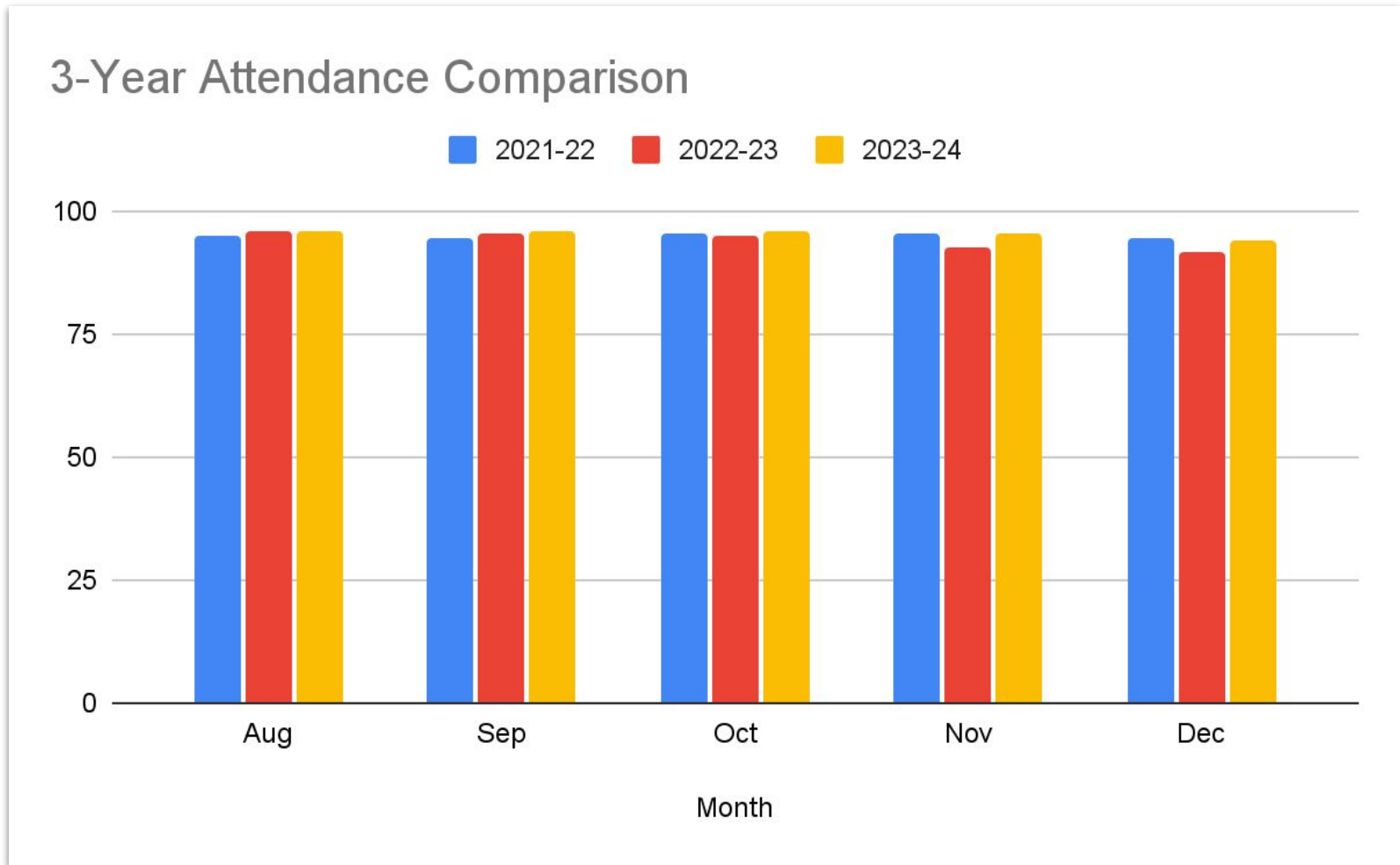
Wellness Policy Annual Goals
Nutrition Promotion School sites will identify at least two stakeholder groups to disseminate Smart Snacks standards and promote healthy food options during school-sponsored activities.
Nutrition Education MVWSD will explore resources available to integrate nutrition education with social emotional and cross curricular learning.
Physical Activity MVWSD schools will provide students access to physical activities during recess and lunch breaks that are inclusive for students with a variety of abilities and social behaviors.
Other School-Based Activities MVWSD will increase the availability of Spanish-language Health & Wellness resources and activities for schools and families via the MVWSD Virtual Wellness Center Health & Wellness Committee will identify how WSCC approaches exist within an MTSS model



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2023-24 Trimester 2 Data

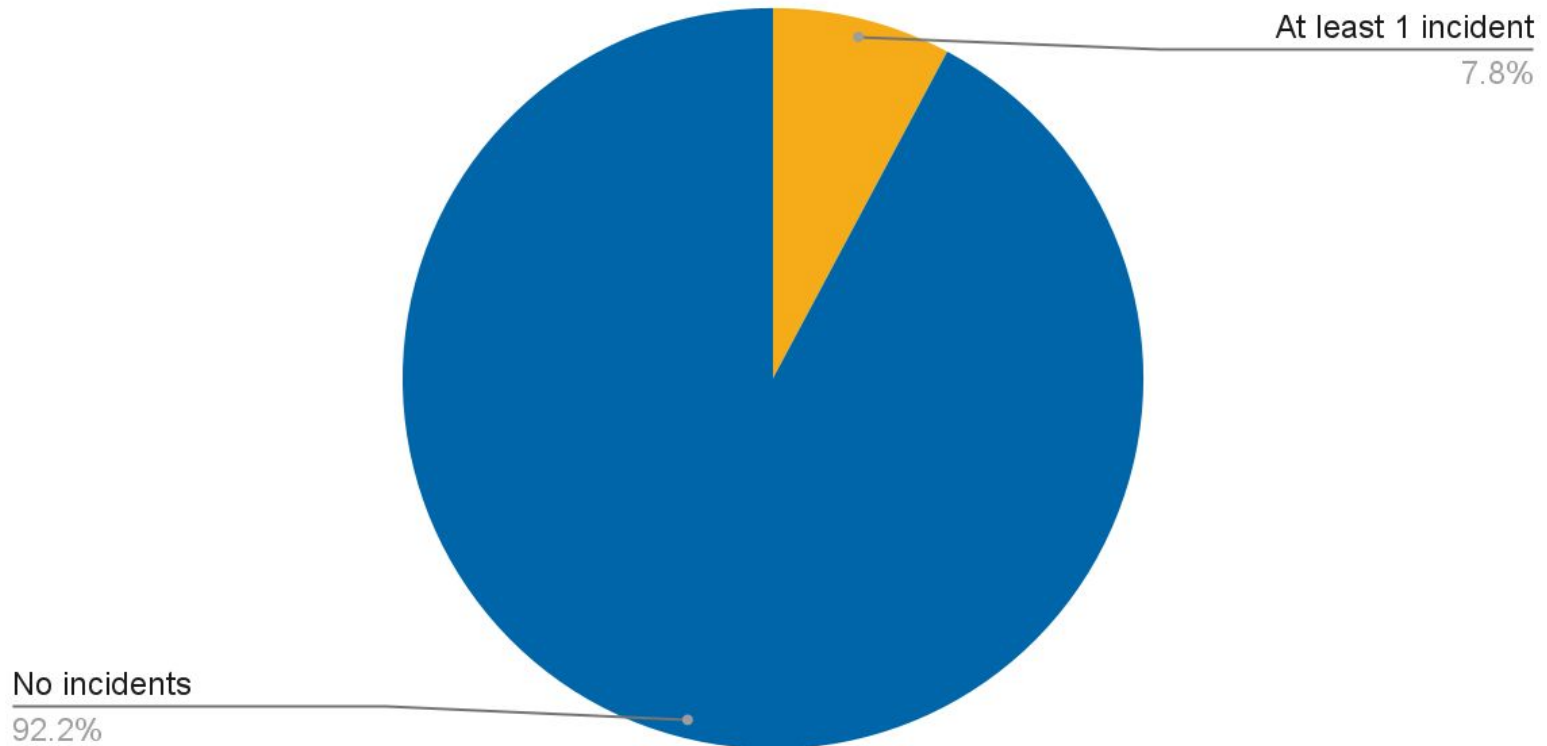
2023-24 Attendance



Behavior Incidents

How many students have had disciplinary incidents?

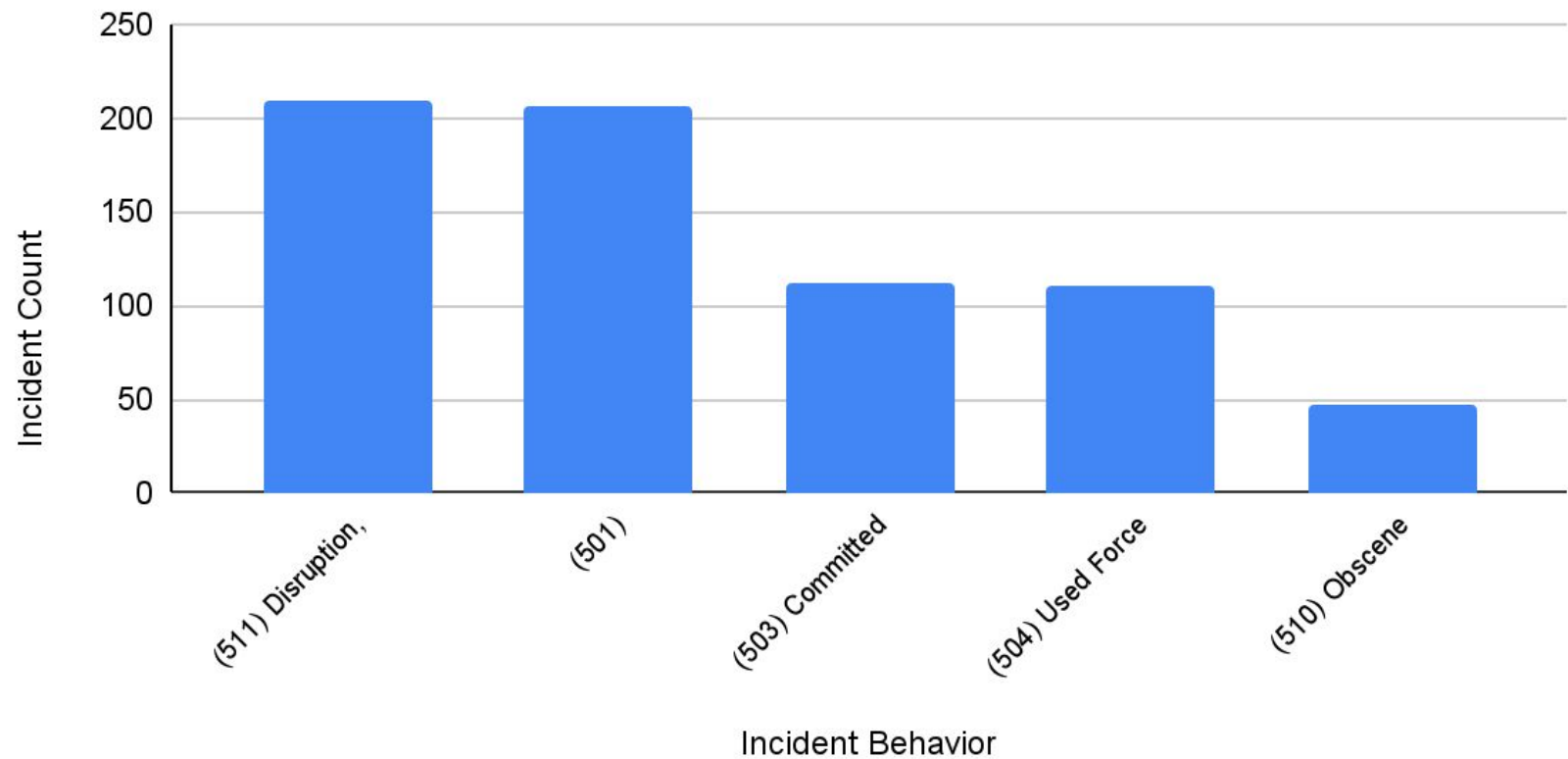
Students with at least 1 state reporting incident in PowerSchool (through December)



Incident Behaviors

Most Frequent Incident Behaviors

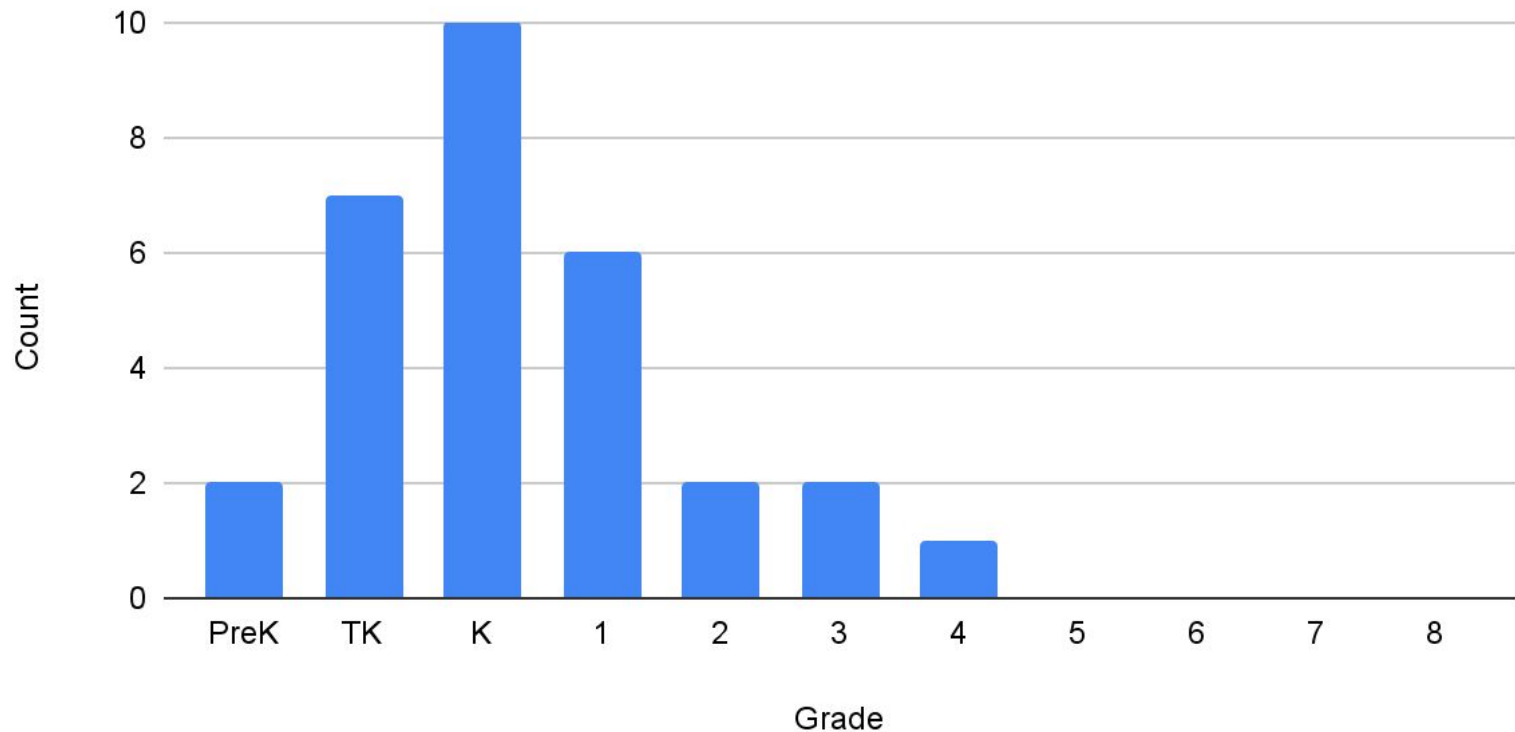
Through December 2023



Student Physical Behaviors Involving Staff

(503) Assault / Battery On School Employee

Count of Individual Students By Grade Level



Sown to Grow Check-Ins

Through January 19

34,657 student reflections written

13,921 teacher feedback responses

4 (Good) average student check-in emotion

3.25% of students self-assessed as feeling a low sense of belonging on Fall SEL Survey

Mental Health Services Update

- Community Health Awareness Council (CHAC)
 - About 4% of elementary students and 5.5% of middle school students have received services this year.
 - Services include individual counseling and groups that support needs such as increasing belonging, social skills, anxiety, and self-esteem.
 - No students have been waitlisted for individual counseling this year.

Mental Health Services Update

- Pacific Clinics: Castro, Crittenden, Graham, Mistral, Theuerkauf
 - Services shifted from Monta Loma to Mistral to align resources with student need
 - Prevention & Early Intervention (PEI)
 - School Linked Services (SLS)
- Total students receiving SLS or PEI services: 17

Mental Health Services Update

- Castro Wellness Center
 - August-December:
 - 143 individual students
 - 780 total contacts (150 average per month)
 - brief, one-time support
 - check-ins
 - groups
 - lunchtime activities

Wellness Policy Annual Goals Update

- Nutrition Promotion: School sites will identify at least two stakeholder groups to disseminate Smart Snacks standards and promote healthy food options during school-sponsored activities.
 - Goal Progress: Mostly in place. All principals have been trained on how to use Smart Snacks to evaluate proposed food sales outside of MVWSD's food service program.

Wellness Policy Annual Goals Update

- Nutrition Education: MVWSD will explore resources available to integrate nutrition education with social emotional and cross curricular learning.
 - Goal Progress: Mostly in place. All MVWSD students access nutrition education through STEAM classes, Living Classroom activities, and integration with core subjects.

Wellness Policy Annual Goals Update

- Physical Activity: MVWSD schools will provide students access to physical activities during recess and lunch breaks that are inclusive for students with a variety of abilities and social behaviors.
 - Goal Progress: Mostly in place. All MVWSD students have access to a variety of structured physical activities during recess and lunch breaks.

Wellness Policy Annual Goals Update

- Other School-Based Activities: MVWSD will increase the availability of Spanish-language Health & Wellness resources and activities for schools and families via the MVWSD Virtual Wellness Center.
- Health & Wellness Committee will identify how WSCC approaches exist within an MTSS model
 - Mostly in place: MVWSD website is accessible in Spanish; Mental Health Resources on Virtual Wellness Center include Spanish-language resources.



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Trimester 2 Activities

Trimester 2 Health & Wellness Activities

- Health & Wellness Committee
 - Continue to seek stakeholder input on LSWP goals
 - Began preparation for 3 year review in 2024-25
- Social-Emotional Learning
 - Workgroup established draft Key Developmental Competencies
 - Workgroup mapped SEL resources across school settings (classroom, family/community engagement, etc.)
 - SEL strategies, curricula, and resources included with MVWSD MTSS Resource Map

Trimester 2 Health & Wellness Activities

- Acknowledge Alliance
 - Providing resilience coaching for staff at all sites
- Whole Child Site Support
 - COST and mental health referrals within MTSS
 - Alliance for A Healthier Generation Award
 - Sown to Grow reflections aligned with #BetterTogether
 - Reviewed and built capacity on student crisis protocols
- SEL presentations at staff meetings that highlight SEL competencies and strategies

Trimester 2 Health & Wellness Activities

- Weekly meetings with CHAC Director
- Multi agency meetings with Pacific Clinics and CHAC
- Castro Wellness Center
 - Fuerte curriculum for newcomers
 - Addresses needs of newcomer students with complex trauma.
 - Next group this Spring
 - Individual counseling
 - Student drop-in support
 - Supporting Castro Roundtable
- Twice monthly meetings with middle school counselors



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Social Media and Mental Health

Social Media Use and Mental Health

Recent research on Social Media Use (SMU) and Mental Health indicate:

- 90% of youth 13-17 and 40% of youth 8-12 use social media
- SMU can be associated with both positive and negative mental health outcomes.
- SMU may increase the risk of poor mental health outcomes like depression and anxiety; however, the extent of risk is not well-established
- Risk may be influenced by variables like demographics, platforms used, individual behavior and other environmental or personal factors.

Digital Citizenship in MVWSD

Digital Citizenship Curriculum (K-8)

- Developed by Common Sense Education, taught through Nearpod
- One unit per grade level; number of lessons vary by grade level
- 6 Core Topics:
 - Media Balance & Well-Being; Privacy & Security; Digital Footprint & Identity; Relationships & Communication; Cyberbullying, Digital Drama, & Hate Speech; News & Media Literacy

Establishing Safe Boundaries

- Parents are the primary boundary setters:
 - Age-appropriate platforms
 - Open communication - mistakes happen
 - Privacy settings
 - Only accept friend requests from people they know personally
 - Never share personal information
 - Respectful behavior
 - Screen time limits/offline time
 - Monitoring
 - Stay informed

Responding to Social Media Concerns

- Parent-Student-Partnership is key
- Whole Child Support:
 - Digital Citizenship Lessons
 - Counseling opportunities
 - Restorative practices
- Anti-Bullying Policy and Practices
- Referral to law enforcement when appropriate/required



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Considerations

Considerations

- LSWP has had a positive impact on student health by increasing access to nutrition information/education and access to community mental health resources.
- The LSWP goals are designed to be met by the end of the school year thus are still in progress.
- As MVWSD moves toward an integrated and consistent approach to SEL, explicit connections with equity, data, and MTSS remain essential.
- Following the administration of the Winter Sown to Grow SEL Survey, a focus group will consider next steps for middle school.
- MHSA creates opportunities to increase wellness and prevention centers. Multiple sources of funding may be necessary for long-term sustainability.



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Next Steps

Next Steps

- Health & Wellness Committee Meetings: March 7, May 23.
- SEL Workgroup Meetings: March 7, May 2.
- March is National Nutrition Month
- Middle School Sown to Grow SEL Survey
- May is Mental Health Awareness Month
- Regular check-ins with CHAC and Pacific Clinics
- Alliance for a Healthier Generation award applications
- MTSS-COST site check-ins with Principals
- H&W site check-ins and collaboration with Principals
- Final Annual Goals Report will be presented prior to June 30, 2024

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Universal PreKindergarten (UPK) 2024-25 Program Planning (45 minutes)

Estimated Time:

Person Responsible:

Cathy Baur - Chief Academic Officer

Terri Kemper - Preschool Director

Background:

Staff is presenting program options for both Preschool and Transitional Kindergarten for the 2024-25 school year.

Fiscal Implication:

Varies depending on options selected

Recommended Action:

None

ATTACHMENTS:

Description	Type	Upload Date
UPK Presentation	Cover Memo	1/31/2024
UPK Summary Report	Cover Memo	1/31/2024



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Universal PreKindergarten - Options for 2024-25

February 8, 2024





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Alignment to SP 2027

Alignment to SP2027

Goal Area 1 - Instruction

- Effective and consistent instructional practices that meet the needs of all students

Goal Area 5 - Resources

- Equitable distribution of resources that support student success



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Background

Universal PreKindergarten

- UPK includes the following programs in MVWSD:
 - Transitional Kindergarten (TK)
 - California State Preschool Program (CSPP)
- On November 16 the Board provided direction to staff to keep expanding TK and keep preschool
- Staff has investigated a variety of options for TK and preschool expansion and the impacts on facilities and budget for consideration by the Board of Trustees



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Preschool Funding - Current Contract

Preschool Funding

- Preschool funding is a complex system
- The District must apply each year for continued CSPP funding
- Funding is dependent on a variety of factors including:
 - Number/Type of slots available through CSPP contract
 - Number of students enrolled
 - Number of days students are enrolled
 - Eligibility - family income level
 - Need - demonstrated need for preschool services (full day only)

Preschool Funding - Current Contract

Currently MVWSD is funded for a part-day/part-year California State Preschool Program (CSPP - 3 hours a day/175 days per year)

- The Maximum Reimbursable Amount (MRA) the District may earn is \$2,076,710.00 if part day slots are filled for the school year
- Preschool programs can “earn” up to the MRA but not more than
- CSPP programs are required to enroll 5% of students w/IEPs in 2023-24, 7.5% in 2024-25, and 10% in 2025-26
 - MVWSD preschool enrollment of students with IEPs has ranged from 11%-16% since 2019-20 (currently 13%)

Preschool Funding - Current Contract

- Enrollment
 - Funding is dependent on the District enrolling children in preschool as outlined by the contract - part day slots
 - Minimum age: 3 years old by December 2nd
 - Maximum age: until age-eligible for Kindergarten
 - Income based except for families residing in the Castro neighborhood, students with Individualized Education Programs (IEP), children in Child Protective Services, and families experiencing homelessness or current aid recipients
 - Castro Neighborhood families qualify for “free-part-day preschool” for all 3 and 4 year olds

Preschool Funding - Current Contract

Contract Earnings

- Earnings are typically projected by estimating the number of students enrolled each day of the school year.
- MVWSDs' program is never fully enrolled on the first day of the school year
 - Many students apply and enroll later in the school year (September through February) due to becoming age eligible or moving into the area
- The program loses funding for each day for every vacancy
- MVWSD must enroll more students than the minimum projected to earn our MRA to cover the shortfall in earnings due to fall vacancies.

Preschool Funding - Current Contract

- MVWSD offers an extended day program (8:00 am - 3:00 pm) for part-day state preschool eligible families at a reduced rate as well as some full fee spaces for families that do not meet income requirements
 - MVWSD is not earning its full contract partially due to the large number of extended day spaces. Expenditures for the extended portion of the day are completely separate from CSPP, paid by parent fees and district general fund
 - In years past, underearning the contract would result in the District losing funding (decreasing the MRA)
 - Due to COVID and the expansion of TK, CSPP providers are being “Held Harmless” and will continue to be able to earn their full contract through the end of the 2024-25 school year



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Preschool Funding - New Contract (pending)

Preschool Funding - New Contract

- The continued CSPP funding application for 2024-25 school year was due on December 1, 2023.
- The District requested to amend the CSPP contract to include part day and full day slots and continue with part year (175 days) preschool
- Accepting full-day, part-year CSPP funding will reduce the overall number of children we are required to serve within our contract
 - The District will not receive any additional funding
 - The MRA will continue to be approximately \$2,076,710
 - The District will no longer be able to charge fees for CSPP eligible families who qualify for full day resulting in increased cost to the District to operate preschool

Preschool Funding - New Contract

- Enrollment in the part day state preschool slots will continue to be income based except for families residing in the Castro neighborhood, those with students with Individualized Education Programs (IEP), children in Child Protective Services, and families experiencing homelessness
- Enrollment in full day preschool slots will be based on income and need

Preschool Funding - New Contract

- Families wishing to enroll their child in full day preschool must meet eligibility *and* need requirements
- Most families that meet full-day eligibility and need requirements to attend for free, others will pay 1% or less of their gross monthly income
- Parents must provide documentation that no parent in the family available and capable of providing care during requested time
- Documentation provided will determine the number of hours/days a child may be enrolled in full day preschool potentially resulting in under enrolled classes and loss of contract earnings

Opportunity for Additional CSPP Funding

- The California Department of Education is expected to release a Request for Funding Applications (RFA) for only in early 2024
- As a District we are eligible to apply for additional CSPP funding
 - New funding will require MVWSD to expand its current preschool program to serve more students where facilities are already stretched
 - New funding cannot be used to offset current District costs for preschool
- Applications for funding are prioritized based on the county's *Needs Assessment* issued annually by the Local Early Education Planning Council (LPC)
 - The report does *not* show an increased need for preschool funding in Mountain View
 - MVWSD is not a priority for funding and will be competing with districts statewide.
- Application request decision date is unknown at this time and may not be available prior to August 2024



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2023-24 Enrollment Survey Data

2023-24 Enrollment Survey

- During 2023-24 enrollment parents were given a survey regarding preferences for preschool after care (3pm - 5pm)
 - Surveys were collected between January 8, 2023 and December 8, 2023
 - Ninety-nine parents responded
 - 55 enrolling at Latham
 - 44 enrolling at Theuerkauf

2023-24 Enrollment Survey Results

Site	Latham	Theuerkauf
Interested in After School Care (3pm to 5pm)	12	10
Interested in After School Care only if free (3pm to 5pm)	14	15



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Current Preschool Programming

Current Preschool Programming

LM1 AM/PM (Inclusion)	LM2 AM/PM	LM3FD	TH3FD	TH23FD	TH24FD	TH25 AM/PM (Co-taught)
16	16	20	20	20	20	16
16	16					16

Current Facilities: Seven classrooms - 4 full day (8am - 3pm) and 3 part day (3 hours)

Current Capacity: 166 CSPP and 10 Fee Based slots (priority to staff)

Current Enrollment: 125 CSPP and 5 fee based (3 staff) + 25 students w/enrollment appointments

- CSPP contract Maximum Reimbursable Amount = **\$2,076,710**
- Total anticipated amount of CSPP contract earned based on **Hold Harmless:**
\$1,715,470
- Total anticipated amount contract earned if based on enrollment: **\$1,673,122.50**
- Total anticipated tuition revenue from fees = **\$315,000**
- District contribution estimated - **\$348,000**

Current Programming Pros and Cons

Pros

- Current configuration
- Allows District to collect below market fees to offset the cost of full day preschool
- Combo of full and part day classes allows for District to provide services for SPED preschoolers

Cons

- State preschool families must pay for ½ of the full day of preschool at a below market rate
- District does not make contract earning for extended day or fee based spaces since we are only contracted for half day slots
- Annual salary/benefits increases will increase costs to District over time
- Impact of expanded TK unknown on final enrollment and contract earnings as parents can choose Preschool or TK



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2024-25 Preschool Programming Options

2024-25: Program Option 1

LM1 AM/PM (Inclusion)	LM2 AM/PM	LM3FD	TH3FD	TH23FD	TH24FD	TH25 AM/PM (Co-taught)
16	16	20	20	20	20	16
16	16	After School Care 3-5pm		After School Care 3-5pm		16

Facilities: 7 classrooms - 5 full day (8am - 3pm) and 3 part day (3 hours per session), 2 classrooms with after school care (3pm - 5pm) with priority for staff

Potential Enrollment: 164

CSPP contract Maximum Reimbursable Amount: **\$2,076,710**

- Total anticipated amount of CSPP contract earned based on **Hold Harmless: \$1,715,470**
- Total anticipated amount contract earned if based on enrollment: **\$1,673,122.50**
- Total Anticipated cost to provide free program to staff (8am - 5pm) **\$95,000**
- Additional anticipated program expenses: **\$75,000**
- Anticipated Total Staffing costs: **\$2,376,973**
- Total anticipated tuition revenue from fees: **\$315,000**
- District contribution estimated - **\$516,503**

***Must keep current CSPP contract of part day/part year for this option**

Option 1 Pros and Cons

Pros

- Current classroom configuration and staff
- Allows District to collect below market fees to offset the cost of full day preschool
- Combo of full and part day classes allows for District to provide services for SPED preschoolers
- Provides free full day preschool for staff not eligible for state preschool
- Allows the District one more year to assess the impacts of TK on enrollment and apply for/find additional funding

Cons

- State preschool families must pay for ½ of the full day of preschool at a below market rate
- District does not make contract earnings for extended day or fee based spaces since we are only contracted for half day slots
- Annual salary/benefits increases will increase costs to District over time
- Impact of expanded TK unknown on final enrollment and contract earnings as parents can choose TK or preschool

2024-25: Program Option 2

LM1	LM2	LM3	TH3	TH23	TH24	TH25
16 PD	20 FD	20 FD	20 FD	20 FD	20FD	16PD
16 PD						16PD

Facilities: 7 classrooms - 5 full day (8am - 3pm) and 2 part day (3 hours per session)

Potential Enrollment: 164 (minimum of 128 CSPP to earn full contract/can add fee based slots)

- CSPP contract Maximum reimbursable amount = **\$2,076,710**
- Anticipated amount of CSPP contract earned based on Enrollment: **\$2,076,710**
- Under enrollment projection (100 CSPP students only due to TK expansion: **\$1,673,122.50**
- Total staffing cost: **\$3,009,000** (incl. 7 Teachers, 16 IAs)
- Additional anticipated program expenses: **\$75,000**
- District contribution estimated: **\$1,007,300 to \$1,410,900**

Option 2 Pros and Cons

Pros

- Adds one additional full day class
- Adjusts state contract to full and part day classes
- Full day preschool becomes free or very inexpensive for families that qualify
- Combo of full and part day classes allows for District to provide services for SPED preschoolers

Cons

- Families must qualify for full day based on income and need
- Some families may not qualify for 5 full days of preschool leaving open slots that are difficult to fill
- Must hire 3 additional IAs due to increase of full day class
- If the program is under enrolled the cost to the District will increase
- Annual salary/benefits increases will increase costs to District over time
- Impact of expanded TK unknown on final enrollment and contract earnings as parents can choose TK or preschool

2024-25 Program Option 3

LM1	LM2	LM3	TH3	TH23	TH24	TH25
16 PD	20 FD	20 FD	20 FD	20 FD	20FD	16PD
16 PD						16PD

Facilities: Seven classrooms - 5 full day (8am - 5pm) and 2 part day (3 hours per session)

Potential Enrollment: 164 (minimum of 128 CSPP to earn full contract/can add fee based slots)

- CSPP contract Maximum reimbursable amount: **\$2,076,710**
- Anticipated amount of CSPP contract earned based on enrollment: **\$2,076,710**
- Under enrollment projection (100 CSPP students only due to TK expansion: **\$1,673,122.50**
- Total staffing cost: **\$3,136,000**
- Additional anticipated program expenses: **\$75,000**
- Annual District contribution estimated: **\$1,134,290 to 1,537,878**

Option 3 Pros and Cons

Pros

- Extends the full day classes until 5pm and adds one additional full day class
- Adjusts state contract to full and part day classes
- Full day preschool becomes free or very inexpensive for families that qualify
- Combo of full and part day classes allows for District to provide services for SPED preschoolers

Option 3 Pros and Cons

Cons

- Families must qualify for full day based on income and need
- Some families may not qualify for 5 full days of preschool leaving open slots
- Increase in staffing costs
 - Stipend for one Teacher at each site (two) in the role of Site-Supervisor from 3-5pm (approximately \$8,500 each)
 - Increase 10 IAs to 8.0 hrs (1.0 FTE) to cover extended care from 3:00 - 5:00 pm
 - More IAs at 1.0 FTE may be required depending on how many children qualify for care until 5:00 pm.
- Under enrollment will increase cost to the District
- Annual salary/benefits increases will increase costs to District over time
- Impact of expanded TK unknown on final enrollment and contract earnings as parents can choose TK or preschool



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Preschool Options Summary

Preschool Options Summary

Option	Potential Enrollment	MRA	Additional Impact on General Fund
Current Program	166	\$2,076,710	\$348,000 (2023-24)
Option 1	164 (minimum of 128 CSPP)	\$2,076,710	\$516,503
Option 2	164 (minimum of 128 CSPP)	\$2,076,710	\$1,007,300 to \$1,410,900
Option 3	164 (minimum of 128 CSPP)	\$2,076,710	\$1,134,290 to 1,537,878



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Transitional Kindergarten

Transitional Kindergarten

- *Education Code* section 48000(c) requires any school district operating a Kindergarten to also provide a TK program for all 4-year-old children by 2025–26.
- All children whose fourth birthday occurs by September 1 will have access to TK at a school district the year before Kindergarten.
- In 2023–24, children turning five between September 2 and April 2 are eligible for TK. The age by which children are eligible for TK will expand as follows:
 - In the 2024–25 school year, children who turn five between September 2 and June 2 are eligible for TK
 - In the 2025–26 school year, and in each school year thereafter, children who will turn four by September 1 are eligible for TK
- Parents may choose to enroll their 4-year old child(ren) into TK or preschool

TK Requirements

- Classroom teachers must have 24 Early Childhood Education units in addition to their Teaching Credential by the 2024-25 school year
- Classes must keep the following ratios:
 - 2023-24 & 2024-25
 - 1:12 or 1:10 if the District enrolls any students outside of the age range for the current school year
 - 2025-26
 - 1:10 for all classes
- TK classrooms must contain restrooms that are self-contained within the classroom or within the TK/Kindergarten complex

TK Facilities 2023-24

- The District expanded to eight classes in 2023-24 at five different sites in order to offer more choice for parents and support consistency in instruction at sites that are struggling with emerging readers:
 - Theuerkauf - 2
 - Monta Loma - 2
 - Castro - 1
 - Mistral - 1
 - Imai - 2 co-taught classes
- Classes at Mistral and Theuerkauf have 2 instructional assistants to accommodate the lack of bathrooms in the classroom

TK Facilities 2024-25

- The District anticipates needing to add 3 classrooms to accommodate TK enrollment for the 2024-25 school year
 - 3 teachers
 - 3-6 instructional assistants pending the location and availability of bathrooms
- Predicting enrollment in TK is difficult:
 - TK not a mandated grade
 - Parent choice to enroll in PreK/TK

TK Locations 2024-25

Three additional classrooms:

- Landels: Room 3 (bathroom in room)
- Imai Room: Room 6 (bathroom next to room)
- Monta Loma: Room 6 (bathroom next to room)
 - Spaces at Landels and Imai are pending District enrollment. If Kindergarten numbers increase then the District will relocate the YMCA to other classrooms/portables and use their portables

TK Funding

- TK is an unfunded mandate for MVWSD
- All staffing, facilities, curriculum and materials costs are only offset by the UPK planning grant
- The District will use the grant to offset furniture, materials and staffing costs

TK Costs

	2023-24	2024-25	Notes
Certificated and Classified Salaries and Benefits	\$1,810,755	\$2,597,737 - \$2,849,401	*Adding 3 classes and 3 or 6 IAs depending on facilities space
Furniture	\$38,400	\$36,400	3 classrooms
Instructional Materials	\$50,400	\$50,400	3 classrooms - pending new curriculum which will increase costs for purchase for all 11 classrooms
Total Costs Before Grant	\$1,899,555	\$2,684,537 - \$2,938,201	
TK Planning Grant	\$333,000	\$115,000	



Mountain View
Whisman
School District

TK and Preschool Fiscal Impact to District

TK and Preschool Fiscal Impact 2024-25

Preschool Options/Costs	TK Cost	Estimated General Fund Costs
Current Program \$348,000	\$2,684,537 - \$2,938,201	\$3,032,537 - \$3,286,201
Option 1: \$516,503	\$2,684,537 - \$2,938,201	\$3,201,040 - \$3,454,704
Option 2: \$1,007,300 to \$1,410,900	\$2,684,537 - \$2,938,201	\$3,691,837 - \$4,349,101
Option 3: \$1,134,290 to 1,537,878	\$2,684,537 - \$2,938,201	\$3,818,827 - \$4,476,079

*Costs will continue to increase over time as TK expands and salary and benefit costs increase



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Considerations

Considerations - Preschool

- Preschool funding is complex and is based on a variety of factors that are not easily predicted including income, enrollment, attendance, and need
- All expenditures are estimated and could increase depending on the above factors
- The District's preschool funding is a set amount (no matter if we offer part or full day) and will not increase unless we apply for and are awarded additional funding through the state or we receive other local funds (i.e. shoreline)

Considerations - Preschool

- If the District applies for and receives additional funding from the state, the program will be required to serve more students funding will not be able to be used to offset District costs
- While the state is currently working to change/increase the rate of reimbursement to providers for CSPP services the timing or amount of the increase is unknown at this time.
- The demand for part day vs. full day preschool may change as TK expands and preschoolers are younger (2.9 to 4 years)

Considerations - TK

- TK is an unfunded mandate and the District's costs will continue to increase due to continued age expansion and salary and benefits costs
- The full impact of TK on Preschool will not be clear until after the 2025-26 school year when TK is fully expanded
- Parents have the choice to enroll in Preschool or TK
- Preschool and TK compete for the same facilities (rooms with bathrooms)
- The District's enrollment is projected to increase thus limiting available facilities
- Rooms have not been identified for TK in 2025-26

Considerations

- Initial enrollment for preschool 2024-25 occurs from March - end of May for students to begin on the first day in August
 - Enrollment resumes in September.
- Delayed decisions regarding 2024-25 programming impacts ability to maximize enrollment for the start of school.
- No matter what option is chosen there will still be an impact to the District's general fund unless the preschool program is reduced
- Staffing for both programs is challenging especially as students get younger when they enroll



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School District

Recommendation

Recommendation

District staff recommends implementing Option 1 for the 2024-25 school year

Option 1:

- Keeps potential enrollment at the same level as current programming
- Keeps current staffing
- Provides free extended care, 3pm - 5pm for up to 10 staff or more (currently 3 staff have students in preschool program)
- Adds extended care available for an additional 30 students at a reduced rate

Recommendation

- Keeps the encroachment on the general fund at a minimum while the District assesses the impact of TK on preschool enrollment and facilities
- Provides the possibility of attaining additional funding to cover costs of free full day preschool
 - Through increases to local funding (i.e. Shoreline)



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School District

Board Direction

Board Direction - Preschool

- Based on the information provided and recommendation, District staff is asking for Board direction on the configuration of the preschool program for 2024-25 so that preschool staff can begin preparations for enrollment in March and finalize the CSPP contract



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School District

Next Steps

Next Steps

- Prepare for 2024-25 preschool enrollment based on Board direction
- Prepare for TK expansion (purchase materials, hire teachers etc)
- Complete Preschool/TK curriculum pilot and bring recommendation for adoption in May/June
- Consider applying for additional state funding if available

Universal PreKindergarten Program Options 2024-25
Summary Report for the Board of Trustees
February 8, 2024

Universal PreKindergarten

Universal PreKindergarten (UPK) is a new initiative in the State of California. It was designed to serve more children ages 3-to 4-years-old, statewide, in high-quality programs. In MVWSD UPK includes the California State Preschool Program (CSPP) and Transitional Kindergarten (TK). The District also runs a Special Education Preschool at Theuerkauf School. In order to meet MVWSD's Strategic Plan goal 1 of providing effective and consistent instructional practices that meet the needs to all students and goal 5 equitably distributing of resources that support student success, the District is considering a variety of factors related to the expansion of Transitional Kindergarten and the District's State Preschool Program.

On November 16 the Board provided direction to staff to keep expanding TK and keep preschool. Staff has investigated a variety of options for preschool and TK expansion and the impacts on facilities and budget for consideration by the Board of Trustees.

Background Information

Preschool Funding

Preschool funding is a complex system. Funding is dependent on a variety of factors including:

- Number/Type of slots available through CSPP contract
- Number of students enrolled
- Number of days students are enrolled
- Eligibility - family income level
- Need - demonstrated need for preschool services (full day only)

Current CSPP Contract

The District must apply each year for continued CSPP funding. Currently MVWSD is funded for a part-day/part-year California State Preschool Program (CSPP - 3 hours a day/175 days per year) The Maximum Reimbursable Amount (MRA) the District may earn is \$2,076,710.00 if part day slots are filled for the school year. Preschool programs can "earn" up to the MRA but not more than. CSPP programs are also required to enroll 5% of students w/IEPs in 2023-24, 7.5% in 2024-25, and 10% in 2025-26 (funding could be impacted if the threshold is not met). MVWSD's preschool enrollment of students with IEPs has ranged from 11%-16% since 2019-20 (currently 13%). Students with IEPs have one of the highest priorities for enrollment as long as they are income eligible. Then, students are prioritized by other eligibility factors.

Funding is dependent on the District enrolling children in preschool as outlined by the contract - part day slots. The minimum age is 3 years old by December 2nd and maximum age is until the student is age-eligible for Kindergarten. Enrollment is also income based except for families residing in the Castro neighborhood, students with Individualized Education Programs (IEP), children in Child Protective Services, and families experiencing homelessness or current aid recipients. Castro Neighborhood families qualify for “free-part-day preschool for all 3- and 4-year olds regardless of income rule” (at Latham site only).

Contract earnings are typically projected by estimating the number of students enrolled each day of the school year. MVWSD’s program is never at full enrollment on the first day of the school year, even though we enroll all CSPP students on the waitlist for the following year during our spring enrollment period. Many students apply and enroll later in the school year (September through February) due to becoming age eligible or moving into the area. The program loses funding for each day for every vacancy we have. In non Hold Harmless years, MVWSD must enroll more students than the minimum projected to earn our MRA to cover the shortfall in earnings due to fall vacancies. For example: If our MRA is \$2,000,000 and we project that 128 students are needed to earn our CSPP contract fully, we strive to enroll 150 or more students by February to make up for any early-year losses.

MVWSD offers an extended day program (8:00 am - 3:00 pm) for part-day state preschool eligible families at a reduced rate as well as some full-fee spaces for families that do not meet income requirements. MVWSD is not earning its full contract partially due to the large number of extended day spaces. Expenditures for the extended portion of the day are completely separate from CSPP, paid by parent fees and district general funds. The District uses the general fund to offset the costs of preschool. In years past, underearning the contract would result in the District losing funding (decreasing the MRA). Due to COVID and the expansion of TK, CSPP providers are being “Held Harmless” and will continue to be able to earn their full contract through the end of the 2024-25 school year.

Preschool Funding - New Contract (Pending)

The CSPP continued funding application was due on December 1, 2023. Based on input from the November 16th meeting of the Board, the District requested to amend the CSPP contract to include both part-day and full-day slots for students and continue with part year (175 days) preschool. The funding application can still be amended for the 2024-25 school year based on programming decisions made. Accepting full-day, part-year CSPP funding will reduce the overall number of children we are required to serve within our contract. The District will not receive any additional funding even though the costs to run a full day program will increase. The MRA will continue to be approximately \$2,076,710 if all part day and full day slots are filled.

Additionally, the District will no longer be able to charge fees for CSPP eligible families who qualify for full day resulting in increased cost to the District to operate preschool.

Enrollment in the part day state preschool slots will continue to be income based except for families residing in the Castro neighborhood, those with students with Individualized Education Programs (IEP), children in Child Protective Services, and families experiencing homelessness. Enrollment in full day preschool slots will be based on income and need.

Families wishing to enroll their child in full day preschool must meet eligibility and need requirements. New legislation will allow most families that meet full-day eligibility and need requirements to attend for free, others will pay 1% or less of their gross monthly income. Meeting need requirements can be more difficult. Parents must provide documentation that no parent in the family is available and capable of providing care during requested time and that supervision of the family's children is not otherwise being provided by another public school program, a private school, or other early learning and care services. Documentation provided will determine the number of hours/days a child may be enrolled in full day preschool potentially resulting in under enrolled classes and loss of contract earnings.

Certification of Eligibility & Need for Full-Day CSPP is more complex than that for part day CSPP.

1. Families must meet one of the 7 categories for Eligibility:
 - a. Most families are currently eligible based on their income
 - b. Income eligible families provide documentation of paycheck stubs, employer certification, self-certification w/back-up documentation such as bank statements, etc And...
 - c. Verification of family size usually w/birth certificates for all children living in the home And...
 - d. Sign a form allowing staff to contact their employer for further verification of employment
2. Families must meet one of the 9 categories of need for Full-Day CSPP
 - a. Depending on the category of need (seeking housing/employment), families may be certified for no more than 32.5 hours/week
 - b. Parents must provide documentation of days/hours of employment, enrollment in educational programs or vocational training
 - c. Additional service hours may be allowed for travel (up to 4 hrs/day), study (up to 2 hrs/week/unit), and sleep time (if a parent is employed from 10 pm - 6 am)
 - d. Certified days of service may be less than 5 days/week (student comes only 3 days per week)
 - e. Certified hours of service may be less than 8 hrs/day (student comes only 4.5

hours per day)

3. Family fee determination is made based on hours of certified need (for the child enrolled for the longest period), adjusted monthly income, and family size.

Opportunity for Additional CSPP Funding

The California Department of Education is expected to release a Request for Funding Application (RFA) for LEAs only in early 2024. As an LEA we are eligible to apply for additional CSPP funding although the awarding of additional funding will require MVWSD to expand its current preschool program to serve more students when facilities are already stretched. Any additional funding will not be able to be used to offset the cost of our current program.

Applications for funding are prioritized based on the county's Needs Assessment issued annually by the Local Early Education Planning Council (LPC). The Needs Assessment reviews data on children eligible for subsidized preschool services, and those already being served. Based on this criteria, zip codes are given priorities. Due to Mountain View's lower overall child population and the number/percentage of unserved children compared to the rest of the county, we do not meet priority definitions. Thus, MVWSD will be competing with districts statewide. Application request decisions will not be available until August 2024 when current programs have already started and been staffed although funding could be used beginning in 2025-26.

Enrollment Survey Data

During 2023-24 enrollment parents were given a survey regarding preferences for preschool after care (3pm - 5pm). Surveys were collected between January 8, 2023 and December 8, 2023. Ninety-nine parents responded:

- 55 enrolling at Latham
- 44 enrolling at Theuerkauf

Of the 99 respondents, 22 indicated that they would be interested in aftercare if it was offered from 3pm-5pm and 29 indicated they would be interested only if it were free.

Current Preschool Programming

LM1 AM/PM (Inclusion)	LM2 AM/PM	LM3FD	TH3FD	TH23FD	TH24FD	TH25 AM/PM (Co-taught)
16	16	20	20	20	20	16
16	16					16

Facilities	7 classrooms 4 full day (8am - 3pm) and 3 part day (3 hours per session)
Current Capacity	166 CSPP and 10 Fee Based slots (priority to staff)
Potential Enrollment	125 CSPP and 5 fee based (3 staff) + 25 students w/enrollment appointments
CSPP contract Maximum Reimbursable Amount	\$2,076,710
Anticipated amount of CSPP contract earned if based on Hold Harmless	\$1,715,470
Anticipated amount of contract earned if based on enrollment	\$1,673,122.50
Total anticipated tuition revenue from fees	\$315,000
2023-24 District contribution estimated	\$348,000

2024-25 Preschool Programming Options

Option 1

LM1 AM/PM (Inclusion)	LM2 AM/PM	LM3FD	TH3FD	TH23FD	TH24FD	TH25 AM/PM (Co-taught)
16	16	20	20	20	20	16
16	16	After School Care 3-5pm		After School Care 3-5pm		16

Facilities	7 classrooms 5 full day (8am - 3pm) and 3 part day (3 hours per session) 2 classrooms with after school care (3pm - 5pm) with priority for staff
Potential Enrollment	164
CSPP contract Maximum Reimbursable Amount	\$2,076,710
Anticipated amount of CSPP contract earned if based	\$1,715,470

on Hold Harmless	
Anticipated amount of contract earned if based on enrollment	\$1,673,122.50
Anticipated cost to provide free program to staff (8am - 5pm)	\$95,000
Additional anticipated program expenses	\$75,000
Anticipated total staffing costs	\$2,376,973
Total anticipated tuition revenue from fees	\$315,000
Yearly District contribution estimated	\$516,503

Option 1 keeps the current classroom configuration and staff and allows the District to collect below market fees to offset the cost of full day preschool. It provides free full day preschool for staff not eligible for state preschool and allows the District one more year to assess the impacts of TK on enrollment and apply for/find additional funding. Option 1 however still requires state preschool eligible families to pay for ½ of the full day of preschool at below market rates. The district does not make contract earnings for extended day or fee based spaces since we are only contracted for half day slots and annual salary/benefits increases will increase costs to the District over time. In order to implement this option the District would request to amend the CSPP funding application back to part day/part year programming for 2024-25.

Option 2

LM1	LM2	LM3	TH3	TH23	TH24	TH25
16 PD	20 FD	20 FD	20 FD	20 FD	20FD	16PD
16 PD						16PD

Facilities	7 classrooms 5 full day (8am - 3pm) and 2 part day (3 hours per session)
Potential Enrollment	164 (minimum of 128 CSPP to earn full contract/can add fee based slots)
CSPP contract Maximum Reimbursable Amount	\$2,076,710
Anticipated amount of CSPP contract earned if based on Hold Harmless	\$2,076,710

Under enrollment projection (100 CSPP students only due to TK expansion)	\$1,673,122.50
Additional anticipated program expenses	\$75,000
Anticipated total staffing costs	\$3,009,000 (incl. 7 Teachers, 16 IAs)
Yearly District contribution estimated	\$1,007,300 to \$1,410,900

Option 2 adds one additional full day class and amends the state CSPP contract to full and part day classes. Full day preschool becomes free or very inexpensive for families that qualify although families must now qualify based on income and need. Option 2 requires hiring additional staff. It is possible that some families may not qualify for 5 full days of preschool leaving open slots that are difficult to fill and leading to over staffing. If the program is under enrolled the cost to the District will increase and annual salary/benefits increases will increase costs to the District over time. The impact of expanded TK on final enrollment and contract earnings is unknown at this time.

Option 3

LM1	LM2	LM3	TH3	TH23	TH24	TH25
16 PD	20 FD	20 FD	20 FD	20 FD	20FD	16PD
16 PD						16PD

Facilities	7 classrooms 5 full day (8am - 3pm) and 2 part day (3 hours per session)
Potential Enrollment	164 (minimum of 128 CSPP to earn full contract/can add fee based slots)
CSPP contract Maximum Reimbursable Amount	\$2,076,710
Anticipated amount of CSPP contract earned if based on Hold Harmless	\$2,076,710
Under enrollment projection (100 CSPP students only due to TK expansion)	\$1,673,122.50
Additional anticipated program expenses	\$75,000

Anticipated total staffing costs	\$3,136,000
Yearly District contribution estimated	\$1,134,290 to 1,537,878

Option 3 extends all full day classes until 5pm and adds one additional full day class. The CSPP contract would be amended to include part day and full day classes. Full day preschool becomes free or very inexpensive for families that qualify although families must qualify based on income and need. It is possible that some families may not qualify for 5 full days of preschool leaving open slots that are difficult to fill and leading to over staffing. Option 3 includes an large Increase in staffing costs including a stipend for one Teacher at each site (two) in the role of Site-Supervisor from 3-5pm (approximately \$8,500 each), and Increase of 10 IAs from 6.0 hours to 8.0 hrs (1.0 FTE) to cover extended care from 3:00 - 5:00 pm and additional IAs depending on how many children qualify for care until 5:00 pm. If the program is under enrolled the cost to the District will increase and annual salary/benefits increases will increase costs to the District over time. The impact of expanded TK on final enrollment and contract earnings is unknown at this time.

Preschool Options Summary

Option	Potential Enrollment	MRA	Additional Impact on General Fund
Current Program	166	\$2,076,710	\$348,000 (2023-24)
Option 1	164 (minimum of 128 CSPP)	\$2,076,710	\$516,503
Option 2	164 (minimum of 128 CSPP)	\$2,076,710	\$1,007,300 to \$1,410,900
Option 3	164 (minimum of 128 CSPP)	\$2,076,710	\$1,134,290 to 1,537,878

Transitional Kindergarten

Education Code section 48000(c) requires any school district operating a Kindergarten to also provide a TK program for all 4-year-old children by 2025–26. All children whose fourth birthday occurs by September 1 will have access to TK at a school district as a quality learning experience the year before Kindergarten. In 2023-24, children turning five between September 2 and April 2 are eligible for TK. The age by which children are eligible for TK will expand over the next two years as follows:

- In the 2024–25 school year, children who turn five between September 2 and June 2 are eligible for TK
- In the 2025–26 school year, and in each school year thereafter, children who will turn

four by September 1 are eligible for TK

Parents may choose to enroll their 4-year old child(ren) into TK or preschool.

TK classroom teachers must have 24 Early Childhood Education units in addition to their Teaching Credential by the 2024-25 school year and classes must keep the following ratios:

- 2023-24 & 2024-25
 - 1:12 or 1:10 if the District enrolls any students outside of the age range for the current school year
- 2025-26
 - 1:10 for all classes

TK classrooms must contain restrooms that are self-contained within the classroom or within the TK/Kindergarten complex.

TK Facilities

The District expanded to eight classes in 2023-24 at five different sites in order to offer more choice for parents and support consistency in instruction at sites that are struggling with emerging readers:

Theuerkauf - 2
Monta Loma - 2
Castro - 1
Mistral - 1
Imai - 2 co-taught classes

Classes at Mistral and Theuerkauf have 2 instructional assistants to accommodate the lack of bathrooms in the classroom. The District anticipates needing to add 3 classrooms to accommodate TK enrollment for the 2024-25 school year which includes 3 additional teachers and 3-6 instructional assistants pending the location and availability of bathrooms. Predicting enrollment in TK is difficult as TK is not a mandated grade and parents can choose to enroll in PreK or TK.

For the 2024-25 school year the District plans to open TK classes at the following sites:

- Landels: Room 3 (bathroom in room)
- Imai Room: Room 6 (bathroom next to room)
- Monta Loma: Room 6 (bathroom next to room)

The rooms at Landels and Imai are pending District enrollment. If Kindergarten numbers increase then the District will relocate the YMCA to other classrooms/portables and use their portables potentially decreasing lease revenue.

TK Funding and Costs

TK is an unfunded mandate for MVWSD and all staffing, facilities, curriculum and materials costs are only offset by the UPK planning grant. The District will use the grant to offset costs although

the District will fully spend the grant in 2024-25.

	2023-24	2024-25	Notes
Certificated and Classified Salaries and Benefits	\$1,810,755	\$2,597,737 - \$2,849,401	*Adding 3 classes and 3 or 6 IAs depending on facilities space
Furniture	\$38,400	\$36,400	3 classrooms
Instructional Materials	\$50,400	\$50,400	3 classrooms - pending new curriculum which will increase costs for purchase for all 11 classrooms
Total Costs Before Grant	\$1,899,555	\$2,684,537 - \$2,938,201	
TK Planning Grant	\$333,000	\$115,000	

Preschool and Transitional Kindergarten Fiscal Impact

The table below shows potential estimated fiscal impact to the District's budget for preschool and TK combined and pending the preschool option implemented for the 2024-25 school year.. It is important to note that numbers are estimates only. Costs could increase depending on enrollment in both programs and will increase as TK expands in 2025-26.

Preschool Options/Costs	TK Cost	Estimated General Fund Costs
Current Program \$348,000	\$2,684,537 - \$2,938,201	\$3,032,537 - \$3,286,201
Option 1: \$516,503	\$2,684,537 - \$2,938,201	\$3,201,040 - \$3,454,704
Option 2: \$1,007,300 to \$1,410,900	\$2,684,537 - \$2,938,201	\$3,691,837 - \$4,349,101

Option 3: \$1,134,290 to 1,537,878	\$2,684,537 - \$2,938,201	\$3,818,827 - \$4,476,079

Considerations

Preschool funding is complex and is based on a variety of factors that are not easily predicted including income, enrollment, attendance, and need. All expenditures are estimated and could increase depending on the above factors. The District's preschool funding is a set amount (no matter if we offer part or full day) and will not increase unless we apply for and are awarded additional funding through the state or we can access other local funds (i.e. shoreline). If the District applies for and receives additional funding from the state, the program will be required to serve more students - funding will not be able to be used to offset District costs. While the state is currently working to change/increase the rate of reimbursement to providers for CSPP services because the cost of care exceeds funding, the timing or amount of the increase is unknown at this time. No matter what option is chosen there will still be an impact to the District's general fund.

TK is an unfunded mandate and the District's costs will continue to increase due to continued age expansion and salary and benefits costs. The full impact of TK on Preschool will not be clear until after the 2025-26 school year when TK is fully expanded and then it will still be unpredictable as parents have the choice to enroll in Preschool or TK. The demand for part day vs. full day preschool may change as TK expands and preschoolers are younger (2.9 to 4 years). Preschool and TK compete for the same facilities (rooms with bathrooms). The District's enrollment is projected to increase thus limiting available facilities. Rooms have not been identified for TK in 2025-26. Staffing for both programs is challenging especially as students get younger when they enroll.

The initial enrollment period for preschool 2024-25 occurs from March through the end of May for students to begin on the first day in August. Enrollment then resumes in September. Delayed decisions regarding 2024-25 services impacts preschool staff ability to maximize enrollment for the start of school.

Staff Recommendation and Board Direction - Preschool

District staff recommends implementing Option 1 for the 2024-25 school year. Option 1 keeps potential enrollment at the same level as current programming and keeps current staffing. It provides free extended care, 3pm - 5pm for up to 10 staff (currently 3 staff have students in preschool currently) and adds extended care available for an additional 30 students at a reduced rate. Option 1 keeps the encroachment on the general fund at a minimum while the

District assesses the impact of TK on preschool enrollment. It provides the possibility of attaining additional funding to cover costs of free full day preschool through increases to local funding (i.e. Shoreline).

Based on the information provided and recommendation, District staff is asking for Board direction on the configuration of the preschool program for 2024-25 so that preschool staff can begin preparations for enrollment in March.

Next Steps

Next steps include Preparation for 2024-25 preschool enrollment based on Board direction and Preparation for TK expansion (purchase materials, hire teachers etc). Staff will also complete PreK/TK curriculum pilot and bring recommendation for adoption in May/June and consider requesting for additional CSPP funding if it is released by the state.

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Transportation, Field Trip Process and Discussion (30 minutes)

Estimated Time: 30 minutes

Person Responsible: Rebecca Westover, Ed.D., Chief Business Officer

Background:

On November 2, 2023 district staff brought information to the Board of Trustees on the possibilities of providing transportation to choice programs. Staff is brining further information on field trips based on the request from the Board.

Fiscal Implication:

None.

Recommended Action:

None Requested.

ATTACHMENTS:

Description	Type	Upload Date
Transportation, Field Trip Process and Discussion- Presentation	Backup Material	1/31/2024



Mountain View
Whisman
School District

Field Trips and Bussing

February 8, 2024



Mountain View
Whisman
School District

Strategic Plan 2027

Strategic Plan 2027

Goal Area 5

- Equitable distribution of resources that support student success.
- Goal 5a: Ensure facilities and resources equitably serve all students.



Mountain View
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School District

Field Trip Process

Process

School sites use a google form to request a trip.

The following is asked:

- Date & Day
- School site & additional school if applicable
- If the Principal was notified
- Teachers name, grade & email
- Total # of Students
- Destination
- School Departure time
- Destination ETA
- Destination Departure time
- School return time
- Information on:
 - Two Adults per bus to maximise student riders
 - Late fee if bus leaves 15 minutes late from destination
 - Will lunches be needed - Notify Food Service

Bus Capacity

Currently five drivers with one open position

- Big bus- 78-82 kids

Shortbus- Variable seating per bus

- 14 - 38 students 1 -2 wheelchairs

MVWSD owns 4 big buses and 6 short buses

Capacity

- The district has the capacity to take every child on a field trip on district buses.
- Regular Day
 - Pick-up 8:45-9:00am with a return by 2:00pm
- Minimum Day
 - Pick-up 8:45-9:00am with a return by 12:00pm

Current Limitations

- Trips that are farther away such as San Francisco are difficult to accommodate due to our normal bus routes.
- Option to pay overtime and have students picked up after hours.
- Preferred times are not available due to morning and afternoon routes.

Scheduling Issues

- It has not always been clear to teachers about the time of day that bussing is available.
- Teachers and front office staff would stop requesting trips because they did not know available times.

Requested / Fulfilled

This year **162** trips have been requested and **108** will be fulfilled

54 trips have been completed

54 trips are scheduled for the remainder

54 trips have been declined due to multiple reasons:

- No drivers available or short staffed.
- Field trip times were during the route times.
- Date was already booked.
- Weather and road blockages.

Who Utilizes our Buses

Bubb - 9
Castro - 10
Crittenden - 1
Graham - 1
Imai - 17
Landels - 10
Mistral - 16
Monta Loma - 11

Stevenson - 13
Theuerkauf - 5
Vargas - 7
Theuerkauf PS - 4
Latham PS - 3

Crittenden Sports - 17
Graham Sports - 13

Outside Vendors for Field Trips

Campbell Union School District Buses

- Example: Round-trip (1 classroom and 4 chaperones) to Marina Science in Redwood City = \$1,850.00

Avalon Transportation

- Example: Round-trip (1 grade-level and chaperones) to Columbia State Park [7AM-7PM] = \$5,162.00



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Field Trip Funds

What PTA's set aside for field trips per student

Crittenden \$3.43

Imai \$10.05

Stevenson \$157.78

Bubb-\$50

Vargas \$17.24

Mistral \$60.00

Landels \$30.30

Theuerkauf \$40.00

*Information from PTA
Presidents meeting

School Site Allocation

District	Elementary Per Student	Middle School Per Student	Additional
Saratoga Union School District	\$44	\$65	
Los Altos School District	\$55	\$60	
Franklin-McKinley School District	\$51	\$68	\$22 for middle school sports
Campbell	\$58	\$58	flat \$16,500 for elementary/\$24,300 for TK-8
Oke Grove	\$105	\$145	
Los Gatos	\$140	\$150	
Alum Rock Union	\$100	\$100	
Union	~\$85	~\$85	
MVWSD AVG per student	\$100 + \$200 for each UPP Castro \$271.98 Imai \$153.70	\$100 + \$200 for each UPP Graham \$313.42 w/ athletics	flat \$80,000 + \$2 per student for athletics

Sites have the ability to prioritize field trips and bring onsite experiences

Some sites have brought experiences to students:

- Author visits
- Animal visits
- Motivational speakers
- MVLA dance team
- Folkloric dance



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Adjustments

Proposed update to process

- During the first two weeks of school all sites will submit their requests.
- Once all requests are fulfilled transportation will allow second field trips to be requested.
- Castro's requested dates will be given priority in an effort to improve Castro's access.
- Sites will need to coordinate grade level trips to ensure that resources are utilized efficiently.



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Questions

Questions for Board

Would the Board like to see scheduling of buses prioritized differently then proposed?

What changes would the Board request?

Mountain View Whisman School District

Agenda Item for Board Meeting of 2/8/2024

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:

February 29, 2024-Environmental Sustainability Plan Update

March 14, 2024-Reclassification and EL Program Update

April 18, 2024-Transportation

Fiscal Implication:

Recommended Action: