Burnt Ranch Elementary School District

Board of Trustees Regular Meeting

Burnt Ranch Elementary School
251 Burnt Ranch School Road
Burnt Ranch, California

Tuesday, April 18, 2023
4:00 pm Regular Session

AGENDA

1.0 **Formal Opening**

1.1 Call to Order
1.2 Roll call
1.3 Additions or Changes to Agenda

2.0 **Closed Session:**
2.1 Pursuant to Government Code 4957 Personnel or 54956.9 Litigation
2.2 Superintendent Evaluation

3.0 **Return to Open Session**

4.0 **Public Communication:** Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to three minutes per person, per topic. Please state your name and address before speaking. In accordance with the Brown Act, unless an item has been placed on the agenda there shall be no action taken. The Board may 1) acknowledge receipts of the information; 2) refer to staff for further study; 3) refer the matter to the next agenda.

5.0 **Accept Open Session Agenda**

Motion_____Second_____Vote_____

6.0 **Consent Agenda:** The following consent agenda items are considered to be routine by the District Board and will be enacted with one motion. There will be no separate discussion of items unless a Board member so requests, in which the items will be considered following approval of the Consent Agenda.

6.1 Minutes – March 14, 2023
6.2 Warrants – March 15, 2023 – April 5, 2023

7.0 **Correspondence**

8.0 General Business

8.1 Review/Approve Agreement with Lozano Smith
8.2 Review/Approve 8th Grade Trip to San Francisco Itinerary
8.3 Review/Approve 2023-2024 School Calendar
8.4 Discussion: TK/K Teacher Intervention Reading Tutor
8.5 Discussion: Classified Positions
    8.5a Facilities
    8.5b Intervention Tutor
8.6 Review/Approve J13 Request for Allowance of Attendance Due to Emergency Conditions February 27 to March 1, 2023
8.7 Review/Approve ELO-P Salary Schedule
8.8 Review/Approve ELO-P Summer Calendar
8.9 Review/Approve Board Policies:
AR 6164.4: Identification and Evaluation of Individuals For Special Education
Bylaw 9223: Filling Vacancies
Bylaw 9323: Meeting Conduct

9.0 Reports

9.1 Building Projects
9.1a Solar
9.1b Shade Structure
9.1.c Versacourt
9.2 Superintendent
9.3 Principal
9.4 Business
9.5 Enrollment and attendance

10.0 Future Business

Next regular meeting – May 9, 2023 at 4:00pm

11.0 Adjourn

6.1

Burnt Ranch Elementary School District

Board of Trustees Regular Meeting

Burnt Ranch Elementary School
251 Burnt Ranch School Road
Burnt Ranch, California

Tuesday, March 14, 2023
4:00 pm Regular Session
Minutes

1.0 Formal Opening

1.1 Call to Order – *Michael Harding called the meeting at 4:01pm.*
1.2 Roll call – *Board members present were Michael Harding, Josh McKnight, James King and Cyn Van Fleet. Sarah Brown was absent. Also, present were Superintendent Amanda Platt, Casey Geyer and Robin Dummer.*
1.3 Additions or Changes to Agenda – *No additions or changes*

2.0 Public Communication: Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to three minutes per person, per topic. Please state your name and address before speaking. In accordance with the Brown Act, unless an item has been placed on the agenda there shall be no action taken. The Board may 1) acknowledge receipts of the information; 2) refer to staff for further study; 3) refer the matter to the next agenda.

No public communication

3.0 Accept Open Session Agenda

Motion *by Josh McKnight* Second *by Cyn Van Fleet* Vote *4-0; Brown absent*

4.0 Consent Agenda: The following consent agenda items are considered to be routine by the District Board and will be enacted with one motion. There will be no separate discussion of items unless a Board member so requests, in which the items will be considered following approval of the Consent Agenda.

4.1 Minutes – February 14, 2023
4.2 Warrants – February 15, 2023 – March 8, 2023

Approved by Consent

5.0 Correspondence

5.1 Lozano Smith, LLP
RE: Brown Act Handbook
Michael Harding reviewed policies to ZOOM for a board meeting.
5.2 Eide Bailly, LPP
RE: 2021-2022 Audit Report

5.3 S. Leah May Obie
RE: Current Daily Substitute Rate

6.0 Reports

6.1 Building Projects –*Robin D. reported that Kathleen will send a follow up report at a later date. She confirmed that the Shade Structure was delivered to Redding. Due to the weather they were unable to deliver to Weaverville.*

6.2 Superintendent *Certificated Evaluations – 75% of the certificated teaching staff has been formally evaluated this year, with regard to their teaching positions. All have demonstrated either proficiency or mastery of the California Standards for the Teaching Profession. Each teacher, has been forthcoming with goals for their practice and areas of professional growth. I continue to be motivated and inspired by their commitment to excellence and dedication to the students at Burnt Ranch School. A copy of their final summative evaluation will be placed in their personnel file.*

SSTs and Mental Health – This is continues to be a priority area. Students are recommended by either academic or behavior need. Each requiring at least two meetings, one initial and a follow-up. Request has been made to TCOE to increase counseling services, we are currently receiving less than one-half day of on-site support.

Intervention – This program continues to progress and I am looking forward to sharing assessment data next month. Additionally, consideration and action for 'GATE' intervention will be made.

LCAP – The season is approaching, I will be updating our plan with metrics and outcomes, solidifying our actions for 23/24. The PAC committee will be meeting at the end of the month to review and provide recommendations as well.

Trinity County Professional Learning Consortium (TCPLC) – Please see the attached flier about this program. I am encouraging our staff that are working on implementing new projects, curriculum ideas, units of study, etc to apply.

Classified Staff Teacher Credentialing Grant Program- Please see the attached flier about this program to support our classified staff in earning teaching credentials.

6.3 Principal

Principal Report

- *2/15-2/16 Robin and Kathleen went to LA to pick up our Ca Distinguished School Award (See plaque at the board meeting) Robin designed a standup banner to display our amazing school--check it out in the office*
- *2/20--2/24 President Week No School;*
- *2/27&2/28--No School due to winter storm*
- *3/1 Kristi's medical leave began*
- *3/2 Dr. Seuss Day--was a great success; staff and kids fully enjoyed the day*
- *3/3-4 Crescent City Jaycees--We took 3rd Place! Go Bears!*
- *3/10--Bus Evacuation Drill*
- *3/13--County Spelling Bee in Weaverville---BRS had 8 student participants this year*
- *3/12--Time Changed--more daylight in the evenings :}*
- *3/14--Pi Day*
- *3/14--Thundering Moccasins presentations at BRS 1:30--come join us*
- *3/14 Board Meeting*

Upcoming Events:

- *3/15 Basketball Celebration Potluck @5:00 pm*
- *3/15-3/17--Parent Teacher conferences (conferences are for about 1/3 of the students -- academic/behavior/attendance concerns mostly)*
- *3/17 Min. Day; 2:00 bus*
- *3/17 St. Patrick's Day*
- *8th Prize Bingo Night at the Grange*

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- *3/18 CPR/First Aide Training 9-12 at the school (County requirement--all ASES employees must be CPR/First Aide certified)*
- *3/21 Parent Advisory Committee Meeting @5:00*
- *3/27 Second Trimester Awards Assembly--*
- *4/7 Min. Day; 2:00 bus*
- *4/9 Easter Sunday*
- *4/10-4/14 Spring Break*
- *4/18 Tax Day*
- *4/19 Kindergarten Roundup*
- *4/20 Schools to Symphony Field Trip--3rd-6th Grades*
- *4/27 Red Cross Presentations --led by a former BRS graduate!*

Information

- *Reminder: Ms. Holland is out on medical leave (up to six weeks) beginning March 1st. A substitute will take over teaching the 5th/6th-grade classroom. Ms. Holland can perform administrative duties from home for up to four hours per day beginning March 16th. She is working with her admin coach on assessment data compiling and creating a CAASPP-specific intervention plan to help raise test scores. She is also updating the school website to make it more user-friendly.*
- *Please send Ms. Holland a current photo of yourself for the Board Section of the website.*

6.4 Business – *Robin reported that CalPads reports were complete. She also discussed attending the Distinguished School Awards Ceremony. Robin presented the Second Interim Report via Powerpoint.*

6.5 Enrollment and attendance -*88 students with 95% attendance*

6.6 Staff – *Amanda reported that Danielle Zarcufsky will be taking on the garden project.*

7.0 General Business

7.1 Review/Approve 2022-2023 Second Interim Budget Certification – *Motion by Cyn Van Fleet to approve the 2022-2023 Second Interim Budget Certification; Second by Josh McKnight. Vote 4-0; Brown absent*

7.2 Review/Approve 4th Grade Trip Itinerary – *Motion by Josh McKnight to approve the 4th Grade Trip Itinerary; Second by James King. Vote 4-0; Brown absent*

7.3 Review/Approve Transportation Plan – *Motion by James King to approve the Transportation Plan; Second by Josh McKnight. Vote 4-0; Brown absent*

7.4 Review/Approve Certificated Substitute Daily Rates – *Motion by Cyn Van Fleet to approve the Certificated Substitute Daily Rates; Second by James King. Vote 4-0; Brown absent*

7.5 Review/Approve Certificated Salary Schedule and Contracted Work Day – *Discussion only*

7.6 Review/Approve the following Board Policies:

AR 3515 Campus Security
AR/BP 5142 Safety
AR 5148.2 Before/After School Programs
AR 3516.2 Bomb Threats

Motion by James King to approve the board policies; Second by Josh McKnight; Vote 4-0; Brown absent

8.0 Future Business

Next meeting – Tuesday, April 18, 2023, 4:00pm

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9.0 **Adjourn to Closed Session** –*Michael Harding adjourned the meeting to closed session at 5:47pm.*

9.1 Superintendent Contract Negotiations

10.0 **Return to Open Session -** *Michael Harding returned the meeting to open session at 6:28pm.*

11.0 **Adjourn -** *Michael Harding adjourned the meeting to at 6:30pm.*

Checks Dated 03/15/2023 through 04/05/2023			Board Meeting Date April 18, 2023		
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5240369	03/15/2023	Dummer, Robin J	01-5200		314.73
5240370	03/15/2023	Geyer, Casey	01-4300		223.88
5240371	03/15/2023	Platt, Amanda I	01-4300		45.00
5240372	03/15/2023	Ambrosini, Monique A	13-4300	54.56	
			13-4700	151.88	206.44
5240373	03/15/2023	California Safety Company	01-5800		40.00
5240374	03/15/2023	Cummins Sales & Service	01-5800		1,473.43
5240375	03/15/2023	Mendes Supply Company	13-4300		305.28
5240376	03/15/2023	North Coast Laboratories Inc	01-5800		50.00
5240377	03/15/2023	Pacific Gas & Electric	01-5510		2,985.02
5240378	03/15/2023	Producers Dairy	13-4700		414.60
5240379	03/15/2023	Trinity Co Dept of Trans	01-4300		88.82
5240380	03/15/2023	Whitson Inc.	01-5800		224.69
5240516	03/23/2023	Platt, Amanda I	01-4300		70.75
5240517	03/23/2023	Ganas, Sarah M	01-4300		53.82
5240518	03/23/2023	Ambrosini, Monique A	13-4700		500.50
5240519	03/23/2023	Creative Competitions, Inc.	01-5800		290.00
5240520	03/23/2023	Eide Bailly LLP	01-5820		15,823.00
5240521	03/23/2023	Frontier	01-5920		414.52
5240522	03/23/2023	JW PEPPER	01-4300		18.18
5240523	03/23/2023	Kirsten Yergensen	01-5800		715.00
5240524	03/23/2023	SYNCB/AMAZON	01-4300		426.46
5240679	03/29/2023	Coast Central Credit Union	01-4300	676.83	
			01-5200	550.00	1,226.83
5240680	03/29/2023	Blick Art Materials	01-4300		1,311.45
5240681	03/29/2023	North Coast Laboratories Inc	01-5800		120.00
5240682	03/29/2023	Producers Dairy	13-4700		303.34
5240683	03/29/2023	Shasta Tr Schools Ins Dental	01-9580		1,041.30
5240684	03/29/2023	Shasta Tr Schools Ins Medical	01-9580		9,740.00
5240685	03/29/2023	Shasta Tr Schools Ins Vision	01-9580		257.40
5240686	03/29/2023	Willow Creek Farms	13-4700		45.00
5240812	04/05/2023	Dummer, Robin J	01-4300		171.59
5240813	04/05/2023	West, Tamera	01-5800		74.89
5240814	04/05/2023	Platt, Amanda I	01-4300		72.73
5240815	04/05/2023	Ambrosini, Monique A	13-4700		166.98
5240816	04/05/2023	California Safety Company	01-5800		40.00
5240817	04/05/2023	Campora	01-5520		6,041.63
5240818	04/05/2023	Tom's Trash	01-5550		375.62
5240819	04/05/2023	Trinity Herbals/Wellness	01-5800		75.00
5240820	04/05/2023	Willow Creek Ace Hardware	01-4300		9.69
5240821	04/05/2023	Willow Creek Vol Fire Dept	01-5800		225.00
		Total Number of Checks	**39**		**45,982.57**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	32	44,040.43

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

Checks Dated 03/15/2023 through 04/05/2023 **Board Meeting Date April 18, 2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount

Fund Recap

Fund	Description	Check Count	Expensed Amount
13	Cafeteria Special Reserve	7	1,942.14
	Total Number of Checks	39	45,982.57
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**45,982.57**

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

Checks Dated 03/15/2023 through 04/05/2023 **Board Meeting Date April 18, 2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount

Fund Recap

Fund	Description	Check Count	Expensed Amount
13	Cafeteria Special Reserve	7	1,942.14
	Total Number of Checks	39	45,982.57
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**45,982.57**

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

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Lozano Smith
ATTORNEYS AT LAW

Karen M. Rezendes
Attorney at Law

E-mail: krezendes@lozanosmith.com

March 24, 2023

Amanda Platt
Superintendent
Burnt Ranch Elementary School District
P.O. Box 39
Burnt Ranch, CA 95527-0039

Re: 2023-2024 Agreement Renewal

Dear Ms. Platt:

On behalf of Lozano Smith, thank you for the opportunity to partner with you during the 2022-2023 school year. We are grateful for the trust you place in Lozano Smith and appreciate your monumental impact on our education community and students.

As we look ahead to another school year, we look forward to collaborating with you and your team. Following is an overview of our continued commitment to your district, as well as an overview of the 2023-24 agreement renewal process.

Cost Containment and Billing Practices

Your Lozano Smith legal team remains focused on providing you high-quality, timely legal services in a cost-effective manner. In addition to numerous other cost-preventive measures we help clients implement throughout the year, we are pleased to confirm the following client-centered billing practices will continue during the 2023-2024 school year:

- There are no required minimum billing periods for phone calls or email correspondences. We will bill actual time spent.
- Our industry-leading billing practice, designed to save costs for clients, will remain at the 1/10 (.10) of an hour increment.
- We will use our "tiered" billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Based on an annual review, we adjust legal staff rates to reflect updated tiered status for all attorneys based upon their years of experience.

Online Client Resources
We also invite you to access Lozano Smith's client resource center throughout the year at LozanoSmith.com/clientresources. Your team can download numerous publications and find workshops that cover some of the most pertinent legal issues impacting California's education agencies.

Agreements
As part of our agreement renewal process, we have included two agreements for legal services for the 2023-2024 school year. Once your Board has approved the agreement, please retain one original, and sign and return the other to us in the enclosed, self-addressed envelope.

Thank you again for the privilege of serving as your legal partner. Please let us know if we can answer any questions related to the 2023-2024 legal services agreement. We wish you continued success!

Sincerely,

LOZANO SMITH

Karen M Rezendes

Karen M. Rezendes
Managing Partner

KMR/em

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LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the BURNT RANCH ELEMENTARY SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

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

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

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

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

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication

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

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

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

8. TERMINATION.

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

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

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

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services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

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

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

11. DISPUTE RESOLUTION.

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

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

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for

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

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

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

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

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

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

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

SO AGREED:

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Burnt Ranch Elementary School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 03/24/2023

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Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR BURNT RANCH ELEMENTARY SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 395 per hour
Associate	$ 215 - $ 295 per hour
Paralegal / Law Clerk	$ 150 - $ 200 per hour
Consultant	$ 200 - $ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $450 per hour. [1]

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES

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

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

[1] Sale or Lease of Real Property Work:

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

8.2

8th Grade Trip

8th grade trip SanFrancisco 2023
12 students (5 boys/7 girls)

Chaperones
Kristi Holland
Tamera West
Bunky Maloney

Tentative Itinerary

Tuesday, May 30

6:00 Depart Burnt Ranch			
8:00 Breakfast Redding Black Bear ($25)	$375		
1:00 Academy of Sciences	$525		
Parking	$20		
Lunch at Museum ($20)	$300		
4:00 Stow Lake	$135		
Japanese Tea Garden	$150		
5:30 Golden Gate Bridge	$5/hr		
7:00 Marin Suites			
Pool/Pizza Party (5 lg @ Dominoes Salads, wings)	$195	$1710	

Wednesday, May 31

11:30 Depart Hotel/Lunch subway ($15)	$225		
12:45 SF Giants Game ($22)	$370		
Snacks at Game ($15)	$225		
Parking	$40		
4:00 Chinatown Self Guided Tour			
6:00 Dinner Chinatown ($40)	$600		$1260

Thursday, June 1

8:00 Larkspur Ferry	$243		
Parking	$20		
10:30 Alcatraz	$800		
12:00 Lunch/Crepe ($20)	$300		
1:00 Pier 39			
1:30 Aquarium at the Bay	$333		
3:00 Madame Tussauds	$384		
6:00 Dinner Wipe Out ($40)	$600		$2680

8.2

Friday, June 2

8:00 Breakfast Hotel		
9:30 Six Flags (opens 10:30) ($55)	$825	
Parking	$80	
Lunch Six Flags	$200	
3:00 Depart Six Flags		
6:00 Dinner on the road (In and out?)(15)	$225	$1330
10:00 Arrive BRS		

Four Days	$6980
Fuel x 2 (15m/gallon) $6.00	
Miles 700	$600
Marin Suites	$2900
Estimated Total	$10,480

8.3

2023-2024 CALENDAR
BURNT RANCH ELEMENTARY SCHOOL DISTRICT
Start: August 28, 2023 End: June 18, 2024

28 First Day of School

Days =4

AUGUST 2023

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9*	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

8 The 100th Day of School

19-23 Presidents Day
No School

Days = 16/110

4 Labor Day
No School

Days = 20/24

SEPTEMBER 2023

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH 2023

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

8 End 2nd Trimester

19-21 Parent Conferences
29 Minimum Day
31 Easter

Days = 21/131

31 Minimum Day

Days = 22/46

OCTOBER 2023

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2023

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-5 Spring Break
No School

Days = 17/148

9 End 1st – Trimester
10 Veterans Day-No School
13-17 Minimum Days for Parent Conferences
20-24 Thanksgiving Break
Days = 16/62

NOVEMBER 2023

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2023

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

24 Minimum Day/Possible Emergency Day

27 Memorial Day
No School

Days = 22/170

21 Minimum Day

Dec. 22 – Jan.5
Winter Break- No School

Days = 15/77

DECEMBER 2023

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2023

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

13-18 Minimum Days

19 No School Juneteenth

18 Last Day
20 Certificated Staff Day Only

Days =12/182 (with 2 emergency days built in)

8 School Resumes

15 M. L. King Day
No School

Days = 17/94

JANUARY 2023

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26*	27
28	29	30	31			

6 Certificated Staff Days
August 21-24
June 20

3 Classified Staff Days
August 22-24

Minimum Days (12)-*1:00 dismissal*
October 31
November 13-17 (parent-teacher conferences)
December 21
March 29
May 24
June 13-18

Modified Wednesdays= 2:00 dismissal

Board adopted :

8.5(a)

TRINITY COUNTY OFFICE OF EDUCATION

POSITION: **MULTI-DISTRICT FACILITIES MAINTENANCE SPECIALIST, Temporary Position**

SALARY: Classified Salary Schedule – Range H

REPORTS TO: Assistant Superintendent of Business Services (ASBS)
(jm note: still the case and title same?)

APPLICANTS MUST BE ABLE TO PASS A PHYSICAL ASSESSMENT. IN COMPLIANCE WITH A.B. 1610, THE TRINITY COUNTY OFFICE OF EDUCATION CANNOT EMPLOY YOU UNTIL YOU HAVE RECEIVED CLEARANCE FROM THE DEPARTMENT OF JUSTICE (DOJ) AND THE FEDERAL BUREAU OF INVESTIGATION (FBI).

PRIMARY FUNCTION: Provide facilities maintenance, minor construction services and some project coordination for multiple school district facilities within Trinity County.

TEMPORARY POSITION: This position is a 1-year temporary, non-benefited position. A health insurance option is available for the successful candidate.

DISTINGUISHING CHARACTERISTICS: Demonstrates high level of competency in building maintenance, repair and construction. Well organized, team player that has ability to self-schedule and prioritize multiple projects at a variety of facility locations. Ability to take direction from, and collaborate with, district clients and Trinity County Office of Education (TCOE) team members (male and female). This position is not supervisory.

ESSENTIAL DUTIES:

1. Performs needed maintenance and repairs at a variety of school locations across Trinity County, CA
2. Initiates weekly check ins and troubleshooting for participating districts
3. Develops customized lists of maintenance items, by district and county-wide with weekly/ monthly/ emergency follow up, as needed
4. Aligns and tracks Facility Inspection Tool (FIT) Reports / NCSIG Insurance risk assessments and develops needed actions and plan development
5. Develops and tracks projects and proposals in conjunction with TCOE Facilities Fiscal Analyst
6. Assists in updates of districts' contractor distribution lists and maintains solid relationships with participating contractors
7. Provides training and coaching for District staff (with support from TCOE Facilities Fiscal Analyst)
8. Works with TCOE Facilities Fiscal Analyst to develop and maintain facility project budgets and planning.
9. Other duties as assigned.

DRAFT

BASIC KNOWLEDGE AND ABILITIES:

1. Proven, hands-on, multiple trade construction experience required.
2. Knowledge and ability to analyze complex projects, interpret information, determine materials costs, and prepare concise recommendations.
3. Skilled in utilizing a personal computer and associated software programs
4. Ability to communicate effectively both verbally and in writing with all levels of district staff.
5. Ability to work effectively with all levels of district staff.
6. Ability to establish priorities and meet deadlines.
7. Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines.
8. Ability to understand and follow verbal and written instruction.
9. Ability to establish and maintain records, hard copy and electronic.
10. Knowledge of, or ability to learn, school district organization, operations, policies and objectives

EDUCATION AND EXPERIENCE:

REQUIRED EXPERIENCE AND QUALITIES

- A minimum of 5 years of proven, hands-on, construction experience required
- Direct project management experience
- Stable social / emotional skills
- Able to take direction from district clients (male or female) and has ability to prioritize tasks and district client services
- Competent organizational and scheduling skills
- Coachable
- Ability to say "No" politely, while also offering positive alternatives
- Ability to work remotely from a variety of locations
- High School Diploma or equivalent

PREFERRED EXPERIENCE AND QUALITIES

- Contractor's license, or previously held contractor's license without revocation due to negligence or other punitive action
- Good communication skills (digital, written and verbal)
- Computer savvy / Digital Native (required or trainable)
- Entrepreneurial mind with understanding of public processes
- Knowledge of local school districts and school sites
- Familiarity with public contracting regulations

DRAFT

- Some college education / formal vocational training preferred

LICENSE REQUIREMENTS:

1. Possession of a valid California driver's license

WORKING CONDITIONS:

ENVIRONMENT: (characteristics described here represent what an employee encounters while performing the essential functions of this job)

1. Remote work with minimal office time
2. Electronic and person-to-person communication in a variety of situations
3. Moderate noise level
4. A variety of construction related situations with associated tools, noise and physical demands

PHYSICAL DEMANDS:

1. Persons performing service in this position classification will exert 20-50 pounds of force frequently to lift, carry, push, pull or otherwise move objects.
2. This type of work involves a combination of sitting during travel with on-site physical activity in a variety of positions for short and longer periods of time.
3. Perceiving the nature of sound, near and far visual acuity, depth perception, providing oral information, the manual dexterity to operate basic maintenance tools and related equipment.
4. Ability to operate business related equipment, and handle and work with various materials and objects are important aspects of this job.
5. Sitting or standing extended periods of time
6. The position may require the use of ladders and lifts, in addition to other aspects and situations that will require the person to be on roofs, in crawl spaces, under buildings and other related activity.

AMERICANS WITH DISABILITIES ACT ASSISTANCE

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

DRAFT

8.54

Junction City Elementary School District

JOB TITLE: **DIRECTOR OF FACILITIES**

SALARY LEVEL: Starting Hourly Wage $40.00 - $50.00 (depending on years of experience)
12 Months/Approximately 8 hours per week

REPORTS TO: Superintendent or Designee

SUMMARY: Responsible for all District facilities, including all areas of maintenance, construction, grounds, and safety/security; train, supervise, and evaluate other maintenance personnel; perform other related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

1. Plan, organize, and take responsibility of all facility maintenance, construction, grounds, and security.
2. Work with the Superintendent to implement the District's Facility Plan, Deferred Maintenance Plan, Injury and Illness Prevention Plan, Pest Management Plan, and Safety Plan.
3. Work with the Superintendent, school personnel, and outside organizations to coordinate work, construction, materials, supplies, and equipment.
4. Provide technical expertise, information, and assistance to Superintendent regarding facility projects and maintenance and grounds operations.
5. Serve as the District's Safety Inspector, and ensure that the facilities are safe and secure.
6. Perform plumbing, electrical, HVAC, concrete, carpentry and construction work.
7. Schedule, supervise, and perform various school maintenance and custodial tasks to keep school safe and operating.
8. Inspect buildings and grounds for broken equipment and address repairs.
9. Perform regular preventive maintenance and/or repair heating and air conditioning systems.
10. Sustain a reasonable inventory of supplies and equipment by alerting the Superintendent or Designee when ordering is necessary.
11. Maintain school grounds, landscaping and general school exterior.
12. Control weeds and pests and keep compliant with integrated pest management.
13. Operate, maintain, and/or repair lawn mowers, edger, sweepers, weed trimmers, table saw, and other maintenance, custodial equipment and tools as needed.
14. Restoration and/or repair of facilities during the summer and other time periods when campus is closed to students.
15. Provide the assistance and services required for various educational, athletic, social and civic activities.
16. Paint both interior and exterior of district facilities as needed.
17. Shovel snow and remove/manage ice along walkways and parking areas.
18. Make recommendations to the Superintendent for immediate and long-range building and grounds needs.
19. Perform basic record keeping, report writing, and word processing.
20. Perform related duties as assigned by the Superintendent.

QUALIFICATION REQUIREMENTS:

KNOWLEDGE OF:

- Planning, organization, and direction of maintenance, construction, grounds, and security.
- Plumbing, electrical, HVAC, concrete, carpentry and construction work.
- Tools and equipment used in building maintenance and construction.
- Basic word processing and technology skills.

ABILITY TO:

- Work independently with little direction.
- Plan, prioritize, and organize work.
- Perform heavy manual labor.
- Operate all District tools, equipment, machines, and vehicles.
- Use tall ladders and lifts.
- Plan, organize, and control maintenance, construction, grounds, security, and other related activities and services.
- Coordinate the flow of communications between District staff and outside organizations.
- Estimate time and material needs for major construction, maintenance, and grounds projects.
- Read, evaluate, and work from plans and specifications.
- Follow and give oral and written instructions.
- Interpret and apply rules, regulations, policies, and procedures.
- Establish and maintain effective working relationships with students, teachers, public and other District employees.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- Person performing service in this position classification will exert 50 to 75 pounds of force frequently to lift, carry, push, pull, or otherwise move objects and occasionally will lift up to 90 pounds.
- This type of work may involve ascending and descending ladders, stairs, scaffolding, and ramps and will involve walking or standing for extended periods.
- Perceiving the nature of sound, near and far vision, depth perception, providing oral information.
- The manual dexterity to operate equipment and use hand tools, and handle the work with various materials and objects.

8.59

ENVIRONMENT

- Work environment – indoors and outdoors
- Temperature – normal climate, occasional adverse weather conditions
- Chemical exposure – occasional: fertilizer, herbicides, pesticides, gasoline, oil, solvents
- Noise/vibrations – frequent: mower, blower, and various power tools
- Fumes/gases/odors – occasional: gasoline, oil, solvents
- Dust – frequent: blower, sander and concrete
- Work surfaces – grass, asphalt, concrete and rough terrain

EXPERIENCE AND EDUCATION

Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be:

EXPERIENCE:

Minimum of 5 years experience in institutional maintenance or grounds.

EDUCATION

Contractor's License or Associate's Degree or coursework equivalence in construction, maintenance, or building trades from an accredited college or university.

LICENSE REQUIREMENT

Possession of a valid California Driver's License.
Meet District Approved Driver Requirements (Clear DMV Report)

8.5a

Junction City Elementary School District

JOB TITLE: **PLANT MANAGER/MAINTENANCE**

SALARY LEVEL: Starting Hourly Wage $18.36 - $26.95 (depending on years of experience)
12 Months/Approximately 16 hours per week

REPORTS TO: Superintendent or Designee

SUMMARY: Under the direction of the Superintendent, perform grounds, maintenance custodial and repair duties; assist in the direction of custodial; assist with grounds upkeep, maintenance and repair; perform other related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

1. Perform basic level plumbing, electrical, HVAC, concrete, carpentry and construction work.
2. Schedule and perform various school maintenance and custodial tasks to keep school safe and operating.
3. Inspect buildings and grounds for broken equipment and report the need for repairs.
4. Perform regular preventive maintenance on heating and air conditioning systems.
5. Sustain a reasonable inventory of supplies and equipment by alerting the Superintendent or Designee when ordering is necessary.
6. Maintain school grounds, landscaping and general school exterior.
7. Maintain/trim/prune/water trees, lawns, and shrubs.
8. Control weeds and pests and keep compliant with integrated pest management.
9. Operate lawn mowers, edger, sweepers, weed trimmers, table saw, and other maintenance equipment and tools as needed.
10. Maintain custodial and maintenance equipment and keep in good repair.
11. Inspect the cleanliness of facilities to maintain the highest standard possible.
12. Thorough cleaning and restoration of school plant during the summer and other time periods when campus is closed to students.
13. Provide assistance and services required for various educational, athletic, social and civic activities.
14. Paint both interior and exterior of district facilities as needed.
15. Shovel snow and remove/manage ice along walkways and parking areas.
16. Ensure that the school is safe and secure at the end of the last shift.
17. Make recommendations to the Superintendent for immediate and long-range building and grounds needs.
18. Perform basic record keeping, report writing, and word processing.
19. Perform related duties as assigned by the Superintendent.

QUALIFICATION REQUIREMENTS:

KNOWLEDGE OF:

- Basic level skills in plumbing, electrical, HVAC, concrete, carpentry and construction work.
- Basic level skills with tools and equipment used in building maintenance and construction.
- Basic word processing and technology skills.

ABILITY TO:

- Perform heavy manual labor.
- Follow oral and written instructions.
- Establish and maintain effective working relationships with students, teachers, public and other District employees.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- Person performing service in this position classification will exert 50 to 75 pounds of force frequently to lift, carry, push, pull, or otherwise move objects and occasionally will lift up to 90 pounds.
- This type of work may involve ascending and descending ladders, stairs, scaffolding, and ramps and will involve walking or standing for extended periods.
- Perceiving the nature of sound, near and far vision, depth perception, providing oral information.
- The manual dexterity to operate equipment and use hand tools, and handle the work with various materials and objects.

ENVIRONMENT

- Work environment – indoors and outdoors
- Temperature – normal climate, occasional adverse weather conditions
- Chemical exposure – occasional: fertilizer, herbicides, pesticides, gasoline, oil, solvents
- Noise/vibrations – frequent: mower, blower, and various power tools
- Fumes/gases/odors – occasional: gasoline, oil, solvents
- Dust – frequent: blower, sander and concrete
- Work surfaces – grass, asphalt, concrete and rough terrain

8.5a

EXPERIENCE AND EDUCATION

Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be:

EXPERIENCE:

Minimum of 2 years maintenance experience preferred.

EDUCATION

Equivalent to completion of high school.

LICENSE REQUIREMENT

Possession of a valid California Driver's License.
Meet District Approved Driver Requirements (Clear DMV Report)

8.5b

DRAFT

Job Title: MTSS Intervention Tutor

Job Summary:

The MTSS (Multi-Tiered System of Supports) Intervention Tutor is responsible for providing targeted academic support to students who require additional assistance in order to meet grade-level expectations. The MTSS Intervention Tutor will work closely with classroom teachers, administrators, and other educational partners to implement evidence-based interventions and strategies that promote student achievement and success.

Key Responsibilities:

- Provide small-group or one-on-one instruction to students identified as needing intervention, using research-based instructional strategies and interventions aligned with the school's MTSS framework.
- Assess students' academic strengths and weaknesses using appropriate assessment tools and data, and use this information to develop targeted intervention plans.
- Collaborate with classroom teachers, special education teachers, and other school staff to develop and implement interventions that align with students' Individualized Education Plans (IEPs) or other student support plans.
- Monitor and track student progress, and adjust intervention strategies as needed to ensure student growth and improvement.
- Maintain accurate records of student performance, interventions provided, and progress made, and communicate regularly with teachers, administrators, and parents/guardians regarding student progress.
- Provide regular feedback and support to classroom teachers and other staff regarding effective instructional strategies, intervention techniques, and progress monitoring.
- Participate in professional development opportunities related to MTSS, data analysis, and evidence-based interventions to continuously improve instructional practices.
- Collaborate with other school staff to develop and implement school-wide initiatives to support student achievement, such as school-wide positive behavior supports, data-driven decision making, and other MTSS components.
- Maintain confidentiality of student information in accordance with school policies and federal regulations.

Qualifications:

- Bachelor's degree in education or a related field
- Experience working with students who require academic interventions, such as students with disabilities or English language learners.
- Knowledge of evidence-based instructional strategies and interventions for students who struggle academically.
- Familiarity with MTSS frameworks, including tiered systems of support, progress monitoring, and data-driven decision making.
- Strong data analysis skills and ability to use data to inform instructional decisions.
- Excellent communication skills, including the ability to communicate effectively with students, parents/guardians, teachers, and other stakeholders.
- Ability to work collaboratively with a team of educators and adapt to the needs of diverse learners.
- Patience, empathy, and a positive attitude towards supporting students with diverse needs.

The MTSS Intervention Tutor plays a critical role in supporting students who need additional academic assistance to reach their full potential. By providing targeted interventions, collaborating with other school staff, and using data-driven decision making, the MTSS Intervention Tutor helps students improve their academic performance and achieve success in the classroom.

8.6

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/aa/pa/j13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:	COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
Burnt Ranch Elementary School District	53	71662	

LEA SUPERINTENDENT OR ADMINISTRATOR NAME:	FISCAL YEAR:
Amanda Platt	2022-2023

ADDRESS:	COUNTY NAME:
PO Box 39	Trinity

CITY:	STATE:	ZIP CODE:
Burnt Ranch	CA	95527

CONTACT NAME:	TITLE:	PHONE:	E-MAIL:
Robin Dummer	Business Manager	530-629-2543	rdummer@bresd.org

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☉ SCHOOL DISTRICT	☐ COUNTY OFFICE OF EDUCATION (COE)	☐ CHARTER SCHOOL
Choose one of the following: ☉ All district school sites ☐ Select district school sites	Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☉ **SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☉ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION B: SCHOOL CLOSURE

☐ Not Applicable (Proceed to Section C)
☐ Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

The area of Burnt Ranch was heavily impacted by a series of snow storms that lead to unsafe school and road conditions. February 27 to March 1, 2023, a snow storm occurred in Burnt Ranch, resulting in over 8 inches of snow at the school site. Unfortunately, the road conditions were also too unsafe for the school bus. This resulted in the need to close school on February 27th through March 1st. Areas of of Burnt Ranch School was left with piles of snow and unsafe sidewalks.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
Burnt Ranch Elementary School District	6053680	K-8	182	2	2	February 27, 28 & March 1	February 27, 28 & March	3

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
Burnt Ranch Elementary School	6053680	22-23	January 10 & 11, 2023	Winter Storms	yes
Burnt Ranch Elementary School	6053680	22-23	August 23-29, 2022	Wildfire, evacuations and air quality	No
Burnt Ranch Elementary School	6053680	21-22	January 10-12, 2022	Insufficient staffing due to COVID-19	No
Burnt Ranch Elementary School	6053680	21-22	August 23 to September 13, 2021	School under Wildfire Evacuations	Yes
Burnt Ranch Elementary School	6053680	19-20	January 16 & 17, 2020	Closure Due to power outage	Yes
Burnt Ranch Elementary School	6053680	19-20	October 26, 2019	PG&E Public Safety Power Shut Off	Yes
Burnt Ranch Elementary School	6053680	19-20	October 9 & 10, 2019	PG&E Public Safety Power Shut Off	Yes
Burnt Ranch Elementary School	6053680	18-19	February 11-15, 2019	Power Outage	Yes
Burnt Ranch Elementary School	6053680	17-18	January 18, 2018	Power Outage	Yes
Burnt Ranch Elementary School	6053680	17-18	November 15, 2017	Power Outage	Yes

8.6

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Burnt Ranch Elementary School Dis; hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures
Michael Harding	
Josh McKnight	
Sarah Brown	
James King	
Cyn Van Fleet	

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 18th day of April, 2023.

Witness: Robin Dummer (Name) _____ (Signature) Title: Business Manager of Trinity County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): Amanda Platt (Name) _____ (Signature) Authorizing LEA Name: _____

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ (Name) _____ (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ (Name) _____ (Signature) Title: _____ of _____ County, California

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

8.7

	BURNT RANCH ELEMENTARY SCHOOL DISTRICT ELO-P SALARY SCHEDULE		
	Position		A
1	Certificated - Level I	Per hour	$32.00
2	Certificated - Level II	Per hour	$47.00
3	Certificated - Level III	Per hour	$56.00
4	Classified - Level I	Per hour	$25.00
5	Classified - Level II	Per hour	$32.00

4/18/2023 - Board Adopted

1A On-site while students are present. Not working directly with the program or students unless needed.

2A On-site while students are present. Plans one or more activities and works with students or groups.

3A Coordinates the program. On-site for entire time any students are on campus. In charge of that day's overall program. Plans any activities not planned by another staff member.

4A On-site while students are present. Assists with one or more activities and works with students or groups.

5A On-site while students are present. Plans one or more activities and works with students or groups.

8.8

BRS Bears
Summer Camp

SUMMER FUN - GRADES TK-6th - ENRICHMENT ACTIVITIES

Come join the fun this summer at BRS Bears Summer Camp! Kids will have the opportunity to be active outside, get creative with crafts, cook, have fun with academic enrichment activities and so much more!

Contact the BRS front office for more details. Please return the attached registration forms. Don't forget to fill out the Plan To Attend section on the back of the registration paperwork.

530-629-2543 or HYPERLINK "mailto:brsoffice@bresd.org"brsoffice@bresd.org

July Session #1

Week 1: July 3-6 (off on 4th)

Week 2: July 10-13

July Session #2

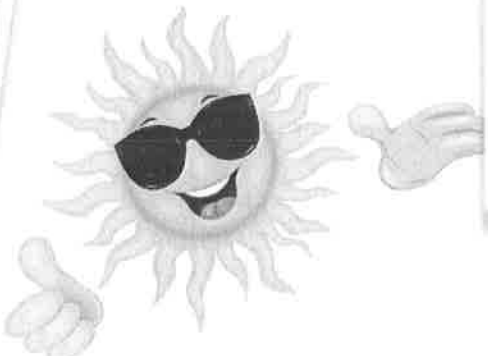
Week 3: July 17-20

Week 4: July 24-27

August Session #3

Week 5: July 31-August 3

Week 6: August 7th-10th



Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education

Status:

Original Adopted Date: 03/01/2007 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 4/18/23

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct an individual initial evaluation of the student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall

be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan.
(Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the

parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.

2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.

3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.

4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

   If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

   If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of

Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Evaluations

Consent means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought

2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom

3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time

4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

The district shall make reasonable efforts to obtain the consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent, such as: (Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student

2. The rights of the parent/guardian of the student have been terminated in accordance with state law

3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (Education Code 56320; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis

2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer

3. Used for the purposes for which the assessments or measures are valid and reliable

4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist

5. Administered in accordance with any instructions provided by the producer of the assessments

6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient

7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student

2. The present levels of academic achievement and related developmental needs of the student

3. Whether the student needs, or continues to need, special education and related services

4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (Education Code 56320; 34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services

2. The basis for making the determination

3. The relevant behavior noted during the observation of the student in an appropriate setting

4. The relationship of that behavior to the student's academic and social functioning

5. The educationally relevant health, developmental, and medical findings, if any

6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services

7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate

8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or

8.9

filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate

2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502) **Coordinating Transitions**

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)

Superintendent
Burnt Ranch Elementary School District
PO Box 39
Burnt Ranch CA 95527
aplatt@bresd.org
530-629-2543

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

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 References	Description
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3030-3031	Eligibility criteria

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 References	**Description**
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
Management Resources References	**Description**
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 https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrmVmBCA==
Website	U.S. Department of Education, Office of Special Education Programs https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPslshvZhg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/rplusplusaBQeAE4bUpZiBFBO9dQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/rgKIgacI3XOslshoplusJI3KpLhw==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/sjv2t7rloeaRRZopluscw5c4w==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/veDrWch4MmETypmNplusWpI4A==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/PbLTuOplus1cucax34urDgEfw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/xBPc1Aeplus3wePETE5KI2ziA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/qvzpYbttZOPNWrpR2Lc9VQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/U5PKMAkslsh8XdmxbODX9gY2A==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/vicclxcmyjqgK8RRHm2Nkg==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/xVUTW3cplusaalR0zsW6DCG1w==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/slshxvzUpFU7JJURslshN7eBIjSQ==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/wzUihV3gK9PplusFxGH4lt0Ew==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/byXci7oy4EQvJziZSatkag==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/irm0wWLeSkGJ5UwfJqHGEw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/VfqT4dag9OryfRHQPxk58A==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/SuvNxTtlUJ0XfalLui15AA==
	Parent/Guardian Notifications -

5145.6-E(1) https://simbli.eboardsolutions.com/SU/RdNSntUjWlcslshJyFn1Yfqfw==

Child Care And Development -
5148 https://simbli.eboardsolutions.com/SU/TkxFLplusg1be5kdCBI21w67A==

Child Care And Development -
5148 https://simbli.eboardsolutions.com/SU/Ez52VnD9tECorZJzyrh5plusg==

Preschool/Early Childhood Education -
5148.3 https://simbli.eboardsolutions.com/SU/RoY7foslshVVCuCn7ASBE4vKg==

Preschool/Early Childhood Education -
5148.3 https://simbli.eboardsolutions.com/SU/plusslsh1w9wNJgSxojasMdRRAOg==

Response To Instruction And Intervention -
6120 https://simbli.eboardsolutions.com/SU/YopBQ2VrklsMGNYQPvMr6w==

Differential Graduation And Competency Standards For Students With
6146.4 Disabilities -
https://simbli.eboardsolutions.com/SU/Xs7XqDX5xXWGTjFqvve54w==

Individualized Education Program -
6159
https://simbli.eboardsolutions.com/SU/nRtcKBP3haQcPUiLWOYqgA==

Individualized Education Program -
6159
https://simbli.eboardsolutions.com/SU/IBlWJmfAP00e3xnVhUQNYg==

Procedural Safeguards And Complaints For Special Education -
6159.1
https://simbli.eboardsolutions.com/SU/S0PIFWQ0dcwNeAZdN9bmYQ==

Procedural Safeguards And Complaints For Special Education -
6159.1 https://simbli.eboardsolutions.com/SU/3gc3YUKeG1b3e7zDpoTL3Q==

Nonpublic, Nonsectarian School And Agency Services For Special
Education -
6159.2
https://simbli.eboardsolutions.com/SU/ueu2nVzHClsqslsh5Oplus8osvjg==

Nonpublic, Nonsectarian School And Agency Services For Special
Education -
6159.2 https://simbli.eboardsolutions.com/SU/8tj64Eb0rA04NXwDCLkGbQ==

Appointment Of Surrogate Parent For Special Education Students -
6159.3
https://simbli.eboardsolutions.com/SU/kwKWaBk8WZGBdRWcmfUQoA==

Appointment Of Surrogate Parent For Special Education Students -
6159.3 https://simbli.eboardsolutions.com/SU/WsbHcd1QtVwHGqMal6QN9g==

Student Assessment -
6162.5
https://simbli.eboardsolutions.com/SU/qVgmtyqQy60o6cg8rziBgg==

State Academic Achievement Tests -
6162.51 https://simbli.eboardsolutions.com/SU/NdqSEfNslshhwaBKplusUkKHo40A==

State Academic Achievement Tests -
6162.51 https://simbli.eboardsolutions.com/SU/oZbkKwYtcu0mkplusF9H7PNfQ==

Animals At School -
6163.2 https://simbli.eboardsolutions.com/SU/IgtlfqFAWuTtFk6KjOEfKg==

Animals At School -

6163.2 https://simbli.eboardsolutions.com/SU/kK1ziXSO9CkxNJrG0xucgQ==

Children With Disabilities Enrolled By Their Parents In Private School - 6164.41 https://simbli.eboardsolutions.com/SU/u4wN5vUh5CfplusRtos7LFGfQ==

Children With Disabilities Enrolled By Their Parents In Private School - 6164.41 https://simbli.eboardsolutions.com/SU/32fc8wfxuslshplusplqJ1HeY7XA==

Student Success Teams - 6164.5 https://simbli.eboardsolutions.com/SU/XrnslshQlPaFW9wMoMV2IEKpg==

Student Success Teams - 6164.5 https://simbli.eboardsolutions.com/SU/UkLsYeA03YN6xcWenpZIVQ==

Identification And Education Under Section 504 - 6164.6 https://simbli.eboardsolutions.com/SU/6plusOTTGd6ABIAeBaW0zV0xg==

Identification And Education Under Section 504 - 6164.6 https://simbli.eboardsolutions.com/SU/CGPb7slshjqJY1l1isv4hclqQ==

Education For Foster Youth - 6173.1 https://simbli.eboardsolutions.com/SU/hwZQyTeELA0Ir5Chn5ZTpg==

Education For Foster Youth - 6173.1 https://simbli.eboardsolutions.com/SU/4Rr6sDplusdFuBwPiazslshLpFQA==

Education Of Children Of Military Families - 6173.2 https://simbli.eboardsolutions.com/SU/tHYVlliplusEhWEo0ll2RHBMg==

Education Of Children Of Military Families - 6173.2 https://simbli.eboardsolutions.com/SU/p9islshfftfiWNXpwsKgKC41A==

Home And Hospital Instruction - 6183 https://simbli.eboardsolutions.com/SU/splusGW8slshHtohMvCGn2HgfrFA==

8.9

Bylaw 9223: Filling Vacancies

Status: ADOPTED

Original Adopted Date: 09/01/1989 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 4/18/23

Events Causing a Vacancy

A vacancy on the Governing Board may arise from any of the following events:

1. The death of an incumbent (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of the office for the remainder of the term (Government Code 1770)

3. A Board member's resignation (Government Code 1770)

   A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer an effective date of resignation for more than 60 days after the date the resignation is filed with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office by recall (Elections Code 11000; Government Code 1770)

5. A Board member's ceasing to be a resident of the district (Government Code 1770)

6. A Board member's absence from the state for more than 60 days, except in the following situations:
   (Government Code 1064, 1770)

   a. Upon district business with the approval of the Board

   b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

   c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board

   d. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

      If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve during the absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of the office for the period of three consecutive months,
   except when prevented by illness or when absent from the state with the permission required by law
   (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file the required oath within the time prescribed (Government Code
   1770)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government
    Code 1770)

11. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

12. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

2. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which the person was elected to fill. (Education Code 5093)

3. When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment. (Education Code 5091, 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107, as described in BB 9220 - Governing Board Elections.

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the

local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area submit a petition for special election which the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

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 References	Description
Ed. Code 35107	School district employees
Ed. Code 35178	Resignation with deferred effective date
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5090-5095	Vacancies on the board
Ed. Code 5200-5208	Districts governed by boards of education
Ed. Code 5300-5304	General provisions; conduct of elections
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections

Ed. Code 5360-5363	Election notice
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Elec. Code 10600-10604	School district elections
Elec. Code 11000-11386	Candidates for recall
Gov. Code 1064	Absence from state
Gov. Code 1770	Vacancy of office
Gov. Code 3000-3003	Forfeiture of office
Gov. Code 3060-3075	Removal other than by impeachment
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6061	Manner of notice as prescribed in designated section
Pen. Code 88	Bribery; forfeiture from office

Federal References	**Description**
18 USC 704	Military medals or decorations

Management Resources References	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	58 Ops.Cal.Atty.Gen. 888 (1975)
CSBA Publication	Filling a Board Vacancy, rev. 2022
Website	CSBA District and County Office of Education Legal Services https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California State Attorney General's Office, Quo Warranto Applications https://simbli.eboardsolutions.com/SU/plus0W6mhrGbhBsJI5dplus4ScSQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/VQd4HhnIB5p7OgDHHuo3HA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/fhcZPsXmszl9QLwLKW0rSw==
9100	Organization - https://simbli.eboardsolutions.com/SU/TFTn62woUZgRutLcm3xTIg==
9110	Terms Of Office - https://simbli.eboardsolutions.com/SU/kD67U6qlypFplusslshlBUz5c2nA==
9130	Board Committees - https://simbli.eboardsolutions.com/SU/Z3ib9m8wsZRTsZmw45qE9Q==
9220	Governing Board Elections - https://simbli.eboardsolutions.com/SU/UFaDMCMuel6gmfcxmHZW8Q==
9222	Resignation - https://simbli.eboardsolutions.com/SU/iZ6lZvdqTDxJB4GN1R6x3w==
9224	Oath Or Affirmation - https://simbli.eboardsolutions.com/SU/tKaJJ9mLslsh1HTqv3M3Bmlbw==
9230	Orientation - https://simbli.eboardsolutions.com/SU/zPgBfoLQTIvGXFVmx3IPVA==

Actions By The Board - 9323.2 https://simbli.eboardsolutions.com/SU/qTqlJZz7LWxdOXZSRTVLAA==

Actions By The Board - 9323.2-E(1) https://simbli.eboardsolutions.com/SU/E5GqXb1wi3InLlAbs692Zw==

Actions By The Board - 9323.2-E(2) https://simbli.eboardsolutions.com/SU/qVfpDmpluswpVdRGdSnZjRPQw==

8.9

Bylaw 9323: Meeting Conduct

Status: ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 4/18/23

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, if necessary, may subsequently be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

   In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

   In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

   a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

   b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

   c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

7. The Board president shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.

   The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

   When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

   Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body

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pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

right to record an open meeting to include recordings made by other devices such as a cell phone. Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

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 References	Description
CCP. 527.8	Workplace violence safety - https://simbli.eboardsolutions.com/SU/zzBhO3hWGUr7lplusYiDNCP8A==
Ed. Code 32210	Willful disturbance of public school or meeting
Ed. Code 35010	Control of district; prescription and enforcement of rules
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35163	Official actions, minutes and journal
Ed. Code 35164	Actions by majority vote
Ed. Code 35165	Effect of vacancies upon majority and unanimous votes by seven member board
Ed. Code 5095	Powers of remaining board members and new appointees
Elec. Code 18430	Prevention or hinderance of electors assembling in public meeting
Gov. Code 54953.3	Meetings to be open and public; remote attendance
Gov. Code 54953.5	Audio or video recording of proceedings
Gov. Code 54953.6	Broadcasting of proceedings
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54957	Closed session personnel matters
Gov. Code 54957.9	Disorderly conduct of general public during meeting; clearing of room
Gov. Code 54957.95	Opening meetings; orderly conduct

Pen. Code 403	Disruption of assembly or meeting

Management Resources References	Description
Attorney General Opinion	55 Ops.Cal.Atty.Gen. 26 (1972)
Attorney General Opinion	61 Ops.Cal.Atty.Gen. 243, 253 (1978)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 215 (1980)
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 336 (1983)
Attorney General Opinion	76 Ops.Cal.Atty.Gen. 281 (1993)
Attorney General Opinion	90 Ops.Cal.Atty.Gen. 47 (2007)
Attorney General Opinion	59 Ops.Cal.Atty.Gen. 532 (1976)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
Court Decision	City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Court Decision	McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Court Decision	Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Court Decision	Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

CSBA Publication The Brown Act: School Boards and Open Meeting Laws, rev. 2019 CSBA Publication Call to Order: A Blueprint for Great Board Meetings, 2018

CSBA District and County Office of Education Legal Services - Website https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==

California Attorney General's Office - Website https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==

CSBA - Website https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMlENxGg==

Cross References	Description
1000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/YjtHEG1lwtm6LQZTYplusn4rA==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/m4slshfz41M67B2WioVNfzUDg==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/7wRcaQ9gjBXCOuqWB54wfA==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/WXKjOn8KOplusMpLzpTd3ujpQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/dlGslshefvOqyWh8DLTuprGWw==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/ZCplusrqf8OJfVdSVEedfwjAA==
1313	Civility - https://simbli.eboardsolutions.com/SU/cERNNranyLpslshslshpzrqyRyAw==
3100	Budget - https://simbli.eboardsolutions.com/SU/jyvplusBDTDZP2PfaNJtUb1FQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/msAckuIxvwNnuplus45O6T7slshw==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/4xVQspytceRtGBj5E9mJGQ==

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Sale And Disposal Of Books, Equipment And Supplies -
3270 https://simbli.eboardsolutions.com/SU/CPwhCGZXgC6KkTGvmIlgLw==

Contracts -
3312 https://simbli.eboardsolutions.com/SU/fXvC3hMz5b6WCslsh8VCWplus8QQ==

Governance Standards -
9005 https://simbli.eboardsolutions.com/SU/b4OmvGoyuJpAPG4LxplusvkHQ==

Organization -
9100 https://simbli.eboardsolutions.com/SU/TFTn62woUZgRutLcm3xTIg==

President -
9121 https://simbli.eboardsolutions.com/SU/9DePeFAaWu91NRZNdGXD0Q==

Board Committees -
9130 https://simbli.eboardsolutions.com/SU/Z3ib9m8wsZRTsZmw45qE9Q==

Limits Of Board Member Authority -
9200 https://simbli.eboardsolutions.com/SU/9D6eWnslshmjc4aK9zGITm6Ow==

Orientation -
9230 https://simbli.eboardsolutions.com/SU/zPgBfoLQTIvGXFVmx3IPVA==

Conflict Of Interest -
9270 https://simbli.eboardsolutions.com/SU/oRFVOd1noXlo0YatZBhhOw==

Conflict Of Interest -
9270-E(1) https://simbli.eboardsolutions.com/SU/Anmpju16pbVELI4TZDLVsA==

Board Policies -
9310 https://simbli.eboardsolutions.com/SU/uqCUreAgsJGmtpWNOTZAkQ==

Meetings And Notices -
9320 https://simbli.eboardsolutions.com/SU/kaWrYCz4FrrfM0Djy8s6Fg==

Closed Session -
9321 https://simbli.eboardsolutions.com/SU/6Okac2n002IH7QiOyqvirA==

Closed Session -
9321-E(1) https://simbli.eboardsolutions.com/SU/HugJnLcusrzLSVT90UPEcA==

Closed Session -
9321-E(2) https://simbli.eboardsolutions.com/SU/wSrEqCMiEHslshYFCIuMQnxBg==

Agenda/Meeting Materials -
9322 https://simbli.eboardsolutions.com/SU/rPzCGxop9pluspluscD3iWn6mhcw==

Actions By The Board -
9323.2 https://simbli.eboardsolutions.com/SU/qTqlJZz7LWxdOXZSRTVLAA==

Actions By The Board -
9323.2-E(1) https://simbli.eboardsolutions.com/SU/E5GqXb1wi3InLIAbs692Zw==

Actions By The Board -
9323.2-E(2) https://simbli.eboardsolutions.com/SU/qVfpDmpluswpVdRGdSnZjRPQw==

Minutes And Recordings -
9324 https://simbli.eboardsolutions.com/SU/zH3GY0qGJetNLV3SrzWpnA==