

The Yolo County Office of Education will be a countywide and regional leader to support and advocate for equity and access to high-quality educational programs.

AGENDA
YOLO COUNTY BOARD OF EDUCATION
Regular Meeting
Tuesday, November 28, 2017
3:30pm

BOARD MEMBERS

Matt Taylor, President
Cirenio A. Rodriguez, Vice President
Bill Owens
Carol Souza Cole
Shelton Yip

LOCATION

Yolo County Office of Education
Conference Center
1280 Santa Anita Court, Suite 120
Woodland, CA 95776-6127

1.0 OPENING PROCEDURES

- 1.1 Call to Order and Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Approval of Agenda
- 1.4 Public Comment

Posted: November 21, 2017

Action

This item is placed on the agenda for the purpose of providing visitors the opportunity to address the Board on any item(s) of business that does not appear on the formal agenda. You may request recognition by completing the form provided at the door.

Visitors may also request recognition from the chairperson, to address the Board concerning an item on the agenda by completing the form provided at the door.

The Board reserves the right to establish a time limit on these discussions, or to refer them to the next regular meeting for further deliberation.

Page 4 **2.0 YOLO COUNTY OFFICE OF EDUCATION EMPLOYEE(S) OF THE MONTH RECOGNITION**

Page 5 **3.0 REPORTS**

- 3.1** Board Member(s)/Superintendent/Superintendent's Advisory Team/Committee(s)
 - a. Board Members
 - b. Superintendent
 - c. Superintendent Advisory Team
 - d. Committees

- 3.2** Associations *(This item provides an opportunity for YEA/CSEA/AFSCME representatives to address the Board and public.)*

THE BOARD HAS THE OPTION TO TAKE ACTION ON ANY ITEM(S) LISTED ON THE AGENDA FOR INFORMATION.

4.0 INFORMATION/DISCUSSION/ACTION

- | | | | |
|--------------------|-------------|---|-----------------|
| Action | 4.1 | Consent Agenda
a. Approval of Minutes: October 24, 2017 Regular Meeting
b. Temporary County Certificates
c. Resolution #17-18/11 Adoption of the 2016-17 and 2017-18 Gann Limits | Page 6 |
| Action | 4.2 | Second Reading: BP 7310 Naming of Facility | Page 19 |
| Action | 4.3 | Second Reading: BP/SP 6159.1 Procedural Safeguards and Complaints for Special Education | Page 21 |
| Action | 4.4 | Second Reading: BP/SP 6164.4 Identification and Evaluation of Individuals for Special Education | Page 30 |
| Action | 4.5 | Second Reading: BP/SP 6174 Education for English Learners | Page 42 |
| Information | 4.6 | Presentation: Planning and Preparing for Hazardous Materials Release at Yolo County Office of Education Facilities | Page 54 |
| Information | 4.7 | Head Start/Early Head Start Reports
a. Enrollment Update
b. Program
c. Financial Status | Page 60 |
| Information | 4.8 | Initial Proposal to the Yolo County Superintendent of Schools from the California School Employees Association Chapter 639 | Page 74 |
| Information | 4.9 | Local Control Accountability Plan Local Indicators | Page 76 |
| Information | 4.10 | Yolo County Career Academy Charter School Petition | Page 87 |
| Information | 4.11 | Attendance Reports
a. Alternative Education
b. Special Education | Page 419 |
| Information | 4.12 | Suggested Future Agenda Item(s) | Page 425 |
| Action | 5.0 | ADJOURNMENT | |

AGENDA PACKETS ARE AVAILABLE FOR REVIEW AT THE FOLLOWING LOCATIONS:

- *Four calendar days prior to the meeting, a full Board packet is available for review at the office of the Yolo County Office of Education Reception Desk, 1280 Santa Anita Court, Suite #100, Woodland (8:00 a.m. – 5:00 p.m., Monday through Friday – excluding County Office of Education holidays).*
- *Agenda documents distributed to the Board less than 72 hours before the meeting will be made available at the office of the Yolo County Office of Education Reception Desk, 1280 Santa Anita Court, Suite #100, Woodland (8:00 a.m. – 5:00 p.m., Monday through Friday – excluding County Office of Education holidays). [Government Code § 54957.5]*
- *Board agendas are posted outside the YCOE Administrative Office building at 1280 Santa Anita Court, Suite #100 and #120, in weather-protected glass cases.*
- *The Board agenda is posted on the County Office website: www.ycoe.org*

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Yolo County Office of Education at 530-668-3703. Notification at least 48 hours prior to the meeting will enable the office to make reasonable arrangements to ensure accessibility to the Board meeting. (Government Code § 54954.2)

YOLO COUNTY BOARD OF EDUCATION

Letter of Transmittal to County Board

From the Superintendent

SUBJECT: Yolo County Office of Education Employee(s) of the Month Recognition	AGENDA ITEM #: 2.0
PER: <input checked="" type="checkbox"/> BOARD REQUEST <input type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Margie Valenzuela
<u>BACKGROUND:</u>	DATE: November 28, 2017

Margie Valenzuela, Executive Director of Human Resources will present Employee(s) of the Month certificate(s).

RECOMMENDATION/COMMENTS: For information.

YOLO COUNTY BOARD OF EDUCATION
Letter of Transmittal to County Board
From the Superintendent

SUBJECT: Reports	AGENDA ITEM #: 3.0
PER: <input checked="" type="checkbox"/> BOARD REQUEST <input type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Superintendent's Office
<u>BACKGROUND:</u>	DATE: November 28, 2017

Reports will be given as follows:

3.1 Board Member(s) / Superintendent / SAT / Committee(s)

- a. Board Members
- b. Superintendent
- c. Superintendent Advisory Team (SAT)
- d. Committees

3.2 Associations

RECOMMENDATION/COMMENTS: For information.

YOLO COUNTY BOARD OF EDUCATION

Letter of Transmittal to County Board

From the Superintendent

SUBJECT: Consent Agenda	AGENDA ITEM #: 4.1
PER: <input checked="" type="checkbox"/> BOARD REQUEST <input checked="" type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input checked="" type="checkbox"/> ACTION <input type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Superintendent's Office
<u>BACKGROUND:</u>	DATE: November 28, 2017

These items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion unless a Trustee or citizen requests that an item(s) be removed for discussion and separate consideration. In that case the designated item(s) will be considered following approval of the remaining items:

- a. Approval of the Minutes: October 24, 2017 Regular Meeting
- b. Temporary County Certificates: Temporary County Certificates (TCCs) are issued for up to a year throughout the county to certified employees whose credential applications are being processed by the California Commission on Teacher Credentialing.
- c. Resolution #17-18/11: Adoption of the 2016-17 and 2017-18 Gann Limits

RECOMMENDATION/COMMENTS: That one action is taken to approve above listed items.

YOLO COUNTY BOARD OF EDUCATION
Regular Meeting: October 24, 2017
DRAFT MINUTES

1.0 OPENING PROCEDURES

- 1.1 Call to Order and Roll Call. The Yolo County Board of Education met on October 24, 2017 at 3:35pm in Regular session in the Conference Center located at 1280 Santa Anita Court, Suite #120, Woodland, CA. Board Members present were: Matt Taylor, Carol Souza Cole, Bill Owens, and Shelton Yip. President Matt Taylor presided. Trustee Cirenio Rodriguez arrived late. Dr. Jesse Ortiz, Superintendent of Schools, was also present. (Roll Call held).
- 1.2 Pledge of Allegiance. The pledge of allegiance was conducted.
- 1.3 Approval of Agenda. The agenda was approved as submitted.

MOTION: Yip. **SECOND:** Souza Cole. **AYES:** Yip, Souza Cole, Owens, Taylor. **NOES:** None. **ABSENT:** Rodriguez.

- 1.4 Public Comment. There were no comments at this time.

2.0 GRADUATION CEREMONY: The graduation ceremony for Randall Belli-Mendoza of Cesar Chavez Community School was not held.

3.0 REPORTS

3.1 Board Member(s)/Superintendent/SAT/Committee(s).

a. Board Members Reports:

- Trustee Souza Cole apologized for not being able to attend the Harvest Festival and offered congratulations to Ronda DaRosa for being selected as one of the Women of the Year by Congressman John Garamendi's office as well as to Lori Perez for her Pilar Andrade award from the Yolo County Concilio. She also shared that she attended the Yolo County School Boards Association (YCSBA) "Understanding the Dashboard" event and thanked staff for a well done and well received presentation.
- Trustee Owens shared that he serves on the California County Boards of Education (CCBE) Taskforce on Superintendent Compensation which will be presenting their findings at their meeting at the California School Boards Association (CSBA) Annual Education Conference in December. He shared that the Board's current policy compares quite favorably with the policies from other county offices around the state.
- Trustee Yip also congratulated Ronda DaRosa and Lori Perez. He attended the grand opening of the multipurpose room at the Juvenile Detention Center and a motivational speech from Kevin Bracey with our Yolo County Construction Program (YCCP) students. He shared that the Elected Officials and Leaders Breakfast was nicely done and then thanked Ronda DaRosa and Tami Ethier for the well done YCSBA presentation on the

Dashboard. He was unable to attend the Region 6 Roadshow regarding messaging that could happen and shared that CSBA is hiring PACERS (Public Affairs and Community Engagement Reps) for each region. Michael Anadon represents our region and Trustee Yip will invite him to a future meeting to meet the Board.

Board Vice President Rodriguez arrived at 3:40pm

- Vice President Rodriguez shared that he attended the Elected Officials and Leaders Breakfast and enjoyed hearing what the districts are doing. He shared that this Thursday, Woodland Joint Unified School District will acknowledge and thank YCOE for all of the support provided to the district.
 - Board President Taylor shared that he was invited to the California Collaborative for Educational Excellence for their library evaluation of materials that districts are creating and will keep the Board informed of the progress made.
- b. Superintendent
- Shared that YCOE will be honored by Woodland Joint Unified School District as Trustee Rodriguez mentioned.
 - This Thursday is the next P-20 Meeting that improves collaboration between our office, districts and higher education institutions.
 - Garth Lewis shared that the Building a Resilient Yolo Summit will take place on October 30, 8:30am-4:00pm. The event brings representatives from education organizations, nonprofits, faith-based organizations and law enforcement entities to identify gaps and improve communication between agencies. Approximately 110 people will be in attendance with representatives from Congressman John Garamendi's office, the Woodland Public Library, the Teen Advisory Council as well as students from Davis and Cesar Chavez Community School.
 - Sharon Holstege shared about the exciting collaboration with NorCal Trykers, a new nonprofit in Davis. They have given away 30 bikes with about 20 being given to students in Yolo County. They provide adapted bikes for individuals with special needs. Currently the volunteers build the bikes on select Saturdays but one of the long term goals is to partner with Marquez Design to have our students build the bikes.
 - 1) YCOE Employee of the Month – Danielle Bier & Laura Harvey.
Danielle works with the Educationally Related Mental Health Services team and goes above and beyond to work with our students and families. Laura works with students who are visually impaired with patience and commitment, and continually goes above and beyond to provide support to our students and families.
- c. Superintendent's Advisory Team:
- Ronda DaRosa distributed and reviewed copies of the *Yolo County Board of Education Update, October 24, 2017* (copies can be found on file with

the official records of this meeting). She also shared that the Book Drive ends October 31, 2017 (to raise money to buy books for Head Start students that will be wrapped in gift wrap by Alternative Education students) and that Lori Perez has been doing a boot camp for CTE teachers throughout the County and as a certified trainer, will be using the Gallup StrengthsFinder to work with all managers.

- Superintendent Ortiz also thanked Margie Valenzuela, Executive Director of Human Resources, for facilitating a meeting for Human Resource Directors from Yolo County school districts to address workforce needs.
- Tami Ethier introduced Crissy Huey, Director of Internal Business Services, and also reported that the AB 1200 Conference for California County Superintendents Education Services Association (CCSESA) was held in the conference center on October 23 with a full house.

- d. Committees:
- No reports

- 2.2 Associations.
- No reports.

4.0 INFORMATION/DISCUSSION/ACTION

- 4.1 Consent Agenda.
- a. Approval of Minutes: September 26, 2017 Regular Meeting.
 - b. Temporary County Certificates
 - c. Resolution #17-18/10 Resolution finding that Trustee's absence from Board meeting is due to an acceptable hardship and authorizing payment of stipend pursuant to Education Code § 1090(d)

The Board took action to approve the Consent agenda.

MOTION: Souza Cole. **SECOND:** Rodriguez. **AYES:** Souza Cole, Rodriguez, Owens, Taylor, Yip. **NOES:** None. **ABSENT:** None.

- 4.2 Resolution #17-18/08: Declaring November 5-11, 2017 as California Retired Teachers Week. Superintendent Ortiz presented this item and shared that the Yolo County Retired Teachers Association meets at YCOE every month. The amount of time they have volunteered equates to over one million dollars and over fifty-five million throughout California. Chuck Denin, Area Director, accepted the resolution on behalf of the Yolo County Retired Teachers Association.

The Board took action to approve Resolution #17-18/08.

MOTION: Souza Cole. **SECOND:** Yip. **AYES:** Souza Cole, Yip, Taylor, Owens, Rodriguez. **NOES:** None. **ABSENT:** None.

- 4.3 Presentation: Yolo County Preschool Initiative. Superintendent Ortiz presented information regarding the county preschool initiative he is proposing for the November 2018 ballot. He shared some of the process to get the measure on the ballot and after some discussion offered to keep the Board informed as November 2018 approaches.
- 4.4 Empowering Possibilities International Charter (EPIC) Annual Report. Michael Gillespie, Assistant Superintendent; Erin Marsten, EPIC Principal; Dr. Jerry Kosch, Director of Personnel and Academics; Sergey Terebkov, Assistant Director of Community Engagement; and Nina Semeryuk, EPIC Site Administrator, of Gateway Charters presented the annual update for EPIC school and responded to questions of the Board. They shared that enrollment and, consequently, diversity, have increased. They also thanked YCOE for such a beneficial partnership and invited the Board to attend EPIC events.
- 4.5 Proposed Yolo County Career Academy Charter School Update. College & Career Readiness Director, Lori Perez, presented a draft charter school petition (update sent yesterday) for the Yolo County Career Academy Charter School and responded to questions of the Board. She also thanked the community members that have invested their time in helping create the charter petition: Dan Fruchtenent, Yolo County Probation; Elaine Lytle, Executive Director of Workforce Investment Board; and Pasqual Marquez, Marquez Designs. She also thanked Board President Taylor and Trustee Souza Cole for providing their input on the petition. She also shared that the goal in regards to timeline is to bring the petition back as information at the November 28, 2017 Regular Meeting and to vote on it at the December 12, 2017 Regular Meeting.

Board Vice President Rodriguez left at 5:06pm

- 4.6 2016-17 Unaudited Actuals. Associate Superintendent Tami Ethier reviewed the information contained in the board packet and responded to questions of the Board.
- 4.7 Resolution #17-18/11 Adoption of the 2016-17 and 2017-18 Gann Limits. Tami Ethier presented this item for information and responded to questions of the Board. At the Board's request, this item will be placed on the Consent agenda of the November 28, 2017 Regular Meeting.
- 4.8 Budget Development Calendar. Tami Ethier reviewed the budget development calendar and responded to questions of the Board. Trustee Owens asked that the title specify the fiscal year the calendar refers to and shared that it will be valuable to YCOE and in the best interest of good fiscal management for public education funds.
- 4.9 First Reading: BP/SP 6159.1 Procedural Safeguards and Complaints for Special Education. Special Education Director, Sharon Holstege, reviewed the proposed

policy. The Board will be asked to approve the policy at the November 28, 2017 Regular Meeting.

4.10 First Reading: BP/SP 6164.4 Identification and Evaluation of Individuals for Special Education. Special Education Director, Sharon Holstege, reviewed the proposed policy. The Board will be asked to approve the policy at the November 28, 2017 Regular Meeting.

4.11 First Reading: BP/SP 6174 Education for English Learners. Assistant Superintendent Garth Lewis reviewed the proposed policy. The Board will be asked to approve the policy at the November 28, 2017 Regular Meeting.

4.12 First Reading: BP 7310 Naming of Facility. The Policy Committee (Trustees Souza Cole and Yip) reviewed the draft policy which was drafted after reviewing policies from two other county offices and soliciting input from Superintendent Ortiz. Trustee Owens suggested dropping the phrase “under extraordinary circumstances” and replacing with “after thorough study and consistent with the guidelines outlined above”. He also raised the question of the Board’s role in naming entities that may not be associated with a physical space (i.e. the charter school that YCOE is currently developing) for future discussion.

4.13 Head Start/Early Head Start Reports
a. Enrollment Update
b. Program
c. Financial Status

Gail Nadal presented this item as information and responded to questions of the Board. She shared a few of the Head Start strategies being utilized to recruit new teachers.

4.14 Attendance Reports
a. Alternative Education
b. Special Education

Garth Lewis presented this item for information and responded to questions of the Board.

4.15 Authorization for Sale of Surplus Equipment. Tami Ethier presented this item for information and responded to questions of the Board. The Board acknowledged the surplus property items. She also shared the steps taken by YCOE to recycle items rather than send them to a landfill.

4.16 Suggested Future Agenda Items. The Board reviewed the future agenda items list. No changes were made at this time.

5.0 ADJOURNMENT. The meeting adjourned at 6:12pm.

MOTION: Souza Cole. **SECOND:** Owens. **AYES:** Souza Cole, Owens, Yip, Taylor. **NOES:** None. **ABSENT:** Rodriguez.

Jesse Ortiz, Ed.D.
Yolo County Superintendent of Schools and
Secretary to the Yolo County Board of Education

/db

YOLO COUNTY OFFICE OF EDUCATION
 TEMPORARY COUNTY CERTIFICATES
 FOR DISTRICTS

October 2017

Davis Joint Unified School District

Applicant Name	Type of Credential/Permit/Certificate
Sara Ramos	30 Day Sub Permit
Olivia Merritt	30 Day Sub Permit
Alexander Furlow	Single Subject
Melanie Gentles	30 Day Sub Permit
Brittany Hernandez	Short Term Staffing Permit
Justin McBurry	Single Subject
Melanie Gentles	30 Day Sub Permit

Esparto Unified School District

Applicant Name	Type of Credential/Permit/Certificate

Washington Unified School District

Applicant Name	Type of Credential/Permit/Certificate
Nick Rabon	30 Day Sub Permit
Jessica Mostranski	30 Day Sub Permit
Bruce Bent	Multiple Subject
Sylvia Baumbach	Single Subject
John Sherinian	Designated Subject

Winters Joint Unified School District

Applicant Name	Type of Credential/Permit/Certificate
Cari Johnson	TPSL
Katora Morejolen	30 Day Sub Permit
Ryan McBride	30 Day Subject
Matt Biers-Ariel	Single Subject

Woodland Joint Unified School District

Applicant Name	Type of Credential/Permit/Certificate
Edith Suarez	30 Day Sub Permit
Nardeep Brar	30 Day Sub Permit
Makenzie Morton	30 Day Sub Permit
Hector Molina	Administrative Services
Hector Molina	Multiple Subject
Agustin Hernandez	30 Day Sub Permit
Jonnie Dominguez	30 Day Sub Permit
Monica Gonzales	30 Day Sub Permit
Parker Senders	30 Day Sub Permit
Emily Vargas	30 Day Sub Permit
Monica Gonzales	30 Day Sub Permit
Michele Bowers	PIP
Michelle Triplett	Single Subject
Elliot Jones	30 Day Sub Permit
Lori Greenberg	PIP
Misbah Naseer	30 Day Sub Permit

Yolo County Office of Education

Applicant Name	Type of Credential/Permit/Certificate
Elizabeth Hogen	Single Subject



Yolo County Board of Education

**Resolution #17-18/11
Adoption of the 2016-17 and 2017-18 Gann Limits**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts, county offices; and

WHEREAS, the County Office must establish a Gann Limit in accordance with the provisions of Article XIII B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED, that this Board does provide public notice that the attached calculations and documentation of the Gann Limit for the above referenced fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED, that this Board does hereby declare that the appropriations in the Budget for the 2016-17 and 2017-18 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED, that the Superintendent provide copies of this resolution along with appropriate attachments to interested citizens of this county.

PASSED AND ADOPTED this 28th day of November, 2017, by the Governing Board of the Yolo County Office of Education.

Matt Taylor, President
Yolo County Board of Education

ATTEST:

Jesse Ortiz, Ed.D., County Superintendent
of Schools and Secretary Ex-Officio of the
Yolo County Board of Education

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA	2015-16 Actual			2016-17 Actual		
(2015-16 Actual Appropriations Limit and Gann ADA are from county's prior year Gann data reported to the CDE) PRIOR YEAR APPROPRIATIONS LIMIT						
1. Program Portion of Prior Year Appropriations Limit (Preload/Line D16c, PY column)	1,268,473.90		1,268,473.90			1,896,488.90
2. Other Services Portion of Prior Year Appropriations Limit (Preload/Line D16d, PY column)	9,552,233.56		9,552,233.56			10,078,273.25
3. TOTAL PRIOR YEAR APPROPRIATIONS LIMIT (Lines A1 plus A2)	10,820,707.46	0.00	10,820,707.46			11,974,762.15
PRIOR YEAR GANN ADA						
4. Program ADA (Preload/Line B3, PY column)	75.50		75.50			107.13
5. Other ADA (Preload/Line B4, PY column)	28,250.76		28,250.76			28,287.93
ADJUSTMENTS TO PRIOR YEAR LIMIT AND ADA	Adjustments to 2015-16			Adjustments to 2016-17		
ADJUSTMENTS TO PRIOR YEAR LIMIT						
6. Reorganizations and Other Transfers						
7. Temporary Voter Approved Increases						
8. Less: Lapses of Voter Approved Increases						
9. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A6 plus A7 minus A8)			0.00			0.00
10. Adjustments to Program Portion (Lines A1 divided by A3) times Line A9)	0.00		0.00	0.00		0.00
11. Adjustments to Other Services Portion (Lines A9 minus A10)			0.00			0.00
ADJUSTMENTS TO PRIOR YEAR ADA (Only for reorganizations and other transfers, and only if adjustments to the appropriations limit amounts are entered in Line A6 or A10 above)						
12. Adjustments to Program ADA						
13. Adjustments to Other ADA						
B. CURRENT YEAR GANN ADA	2016-17 Annual Report			2017-18 Annual Estimate		
CURRENT YEAR PROGRAM ADA (2016-17 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the COE)						
1. Total County Program ADA (Form A, Line B1d)	107.13		107.13	105.00		105.00
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. Total Current Year ADA (Lines B1 through B2)	107.13	0.00	107.13	105.00	0.00	105.00
CURRENT YEAR OTHER ADA						
4. Total District Gann ADA (District Form GANN, Line B3)			28,287.93			28,250.76
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2016-17 Actual			2017-18 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	57,445.51		57,445.51	57,677.00		57,677.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	3,693.61		3,693.61	3,050.00		3,050.00
4. Secured Roll Taxes (Object 8041)	6,189,104.09		6,189,104.09	6,405,900.00		6,405,900.00
5. Unsecured Roll Taxes (Object 8042)	274,011.52		274,011.52	307,332.00		307,332.00
6. Prior Years' Taxes (Object 8043)	5,844.45		5,844.45	3,782.00		3,782.00
7. Supplemental Taxes (Object 8044)	131,672.91		131,672.91	100,000.00		100,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	1,663,066.44		1,663,066.44	1,111,733.00		1,111,733.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Receipts from County Bd. of Supervisors (Object 8070)	0.00		0.00	0.00		0.00
11. Other In-Lieu Taxes (Object 8082)	6,245.00		6,245.00	3,078.00		3,078.00
12. Comm. Redevelopment Funds (Objects 8047 & 8625)	491,030.50		491,030.50	400,000.00		400,000.00
13. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
14. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
15. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
16. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
17. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C16)	8,822,114.03	0.00	8,822,114.03	8,392,552.00	0.00	8,392,552.00

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
OTHER LOCAL REVENUES (Funds 01, 09, and 62) 18. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914) 19. TOTAL LOCAL PROCEEDS OF TAXES (Lines C17 plus C18)	8,822,114.03	0.00	8,822,114.03	8,392,552.00	0.00	8,392,552.00
EXCLUDED APPROPRIATIONS 20. Medicare (Enter federally mandated amounts only from objs. 3301 and 3302; do not include negotiated amounts)			197,305.71			210,655.00
OTHER EXCLUSIONS 21. Americans with Disabilities Act 22. Unreimbursed Court Mandated Desegregation Costs 23. Other Unfunded Court-ordered or Federal Mandates 24. TOTAL EXCLUSIONS (Lines C20 through C23)			197,305.71			210,655.00
STATE AID RECEIVED (Funds 01, 09, and 62) 25. LCFF - CY (objects 8011 and 8012) 26. LCFF/Revenue Limit State Aid - Prior Years (Object 8019) 27. TOTAL STATE AID RECEIVED (Line C25 plus C26)	2,808,553.00 (16.00) 2,808,537.00		2,808,553.00 (16.00) 2,808,537.00	2,965,622.00 0.00 2,965,622.00		2,965,622.00 0.00 2,965,622.00
DATA FOR INTEREST CALCULATION 28. Total Revenues (Funds 01, 09 & 62, objects 8000-8799) 29. Total Interest and Return on Investments (Funds 01, 09, and 62, objects 8660 and 8662)	23,128,864.86 59,259.61		23,128,864.86 59,259.61	23,211,685.00 40,000.00		23,211,685.00 40,000.00
APPROPRIATIONS LIMIT CALCULATIONS D. PRELIMINARY APPROPRIATIONS LIMIT	2016-17 Actual			2017-18 Budget		
1. Revised Prior Year Program Limit (Lines A1 plus A10)			1,268,473.90			1,896,488.90
2. Inflation Adjustment			1.0537			1.0369
3. Program Population Adjustment (Lines B3 divided by [A4 plus A12]) (Round to four decimal places)			1.4189			0.9801
4. PRELIMINARY PROGRAM LIMIT (Lines D1 times D2 times D3)			1,896,488.90			1,927,336.60
5. Revised Prior Year Other Services Limit (Lines A2 plus A11)			9,552,233.56			10,078,273.25
6. Inflation Adjustment			1.0537			1.0369
7. Other Services Population Adj. (Lines B4 divided by [A5 plus A13]) (Round to four decimal places)			1.0013			0.9987
8. PRELIMINARY OTHER SERVICES LIMIT (Lines D5 times D6 times D7)			10,078,273.25			10,436,576.32
9. PRELIMINARY TOTAL APPROPRIATIONS LIMIT (Lines D4 plus D8)			11,974,762.15			12,363,912.92
APPROPRIATIONS SUBJECT TO THE LIMIT 10. Local Revenues Excluding Interest (Line C19) 11. Preliminary State Aid Calculation a. Maximum State Aid in Local Limit (Lesser of Line C27 or [Lines D9 minus D10 plus C24]; if negative, then zero)			8,822,114.03 2,808,537.00			8,392,552.00 2,965,622.00
12. Local Revenues in Proceeds of Taxes a. Interest Counting in Local Limit (Lines C29 divided by [C28 minus C29] times [D10 plus D11a]) b. Total Local Proceeds of Taxes (Lines D10 plus D12a)			29,876.01 8,851,990.04			19,606.99 8,412,158.99
13. State Aid in Proceeds of Taxes (lesser of Line D11a or [Lines D9 minus D12b plus C24]; if negative, then zero)			2,808,537.00			2,965,622.00
14. Total Appropriations Subject to the Limit a. Local Revenues (Line D12b) b. State Subventions (Line D13) c. Less: Excluded Appropriations (Line C24) d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D14a plus D14b minus D14c)			8,851,990.04 2,808,537.00 197,305.71 11,463,221.33			

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
15. Adjustments to the Limit Per Government Code Section 7902.1 (Line D14d minus D9; if negative, then zero) If not zero report amount to: Michael Cohen, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
16. Apply to Program and Other Services a. Program Portion of Adjustment (Lines [D4 divided by D9] times D15)	0.00		0.00			
b. Other Services Portion of Adjustment (Lines D15 minus D16a)			0.00			
c. Final Program Portion of Limit (Lines D4 plus D16a)			1,896,488.90			
d. Final Other Services Portion of Limit (Lines D8 plus D16b)			10,078,273.25			
SUMMARY	2016-17 Actual			2017-18 Budget		
17. Adjusted Appropriations Limit (Lines D16c plus D16d)			11,974,762.15			12,363,912.92
18. Appropriations Subject to the Limit (Line D14d)			11,463,221.33			

* Please provide below an explanation for each entry in the adjustments column.

Tamara Ethier
Gann Contact Person

530-668-3722
Contact Phone Number

YOLO COUNTY BOARD OF EDUCATION
Letter of Transmittal to County Board
From the Superintendent

SUBJECT: Second Reading: BP 7310 Naming of Facility	AGENDA ITEM #: 4.2
PER: <input type="checkbox"/> BOARD REQUEST <input checked="" type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input checked="" type="checkbox"/> ACTION <input type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Board Policy Committee: Carol Souza Cole and Shelton Yip
<u>BACKGROUND:</u>	DATE: November 28, 2017

The Board Policy Committee presented a draft policy for naming of facility at the October 24, 2017 Regular Meeting and is bringing it back for a second reading.

RECOMMENDATION/COMMENTS: The Board is being asked to approve BP 7310 Naming of Facility.

NAMING OF FACILITY

The Yolo County Board of Education shall name Yolo County Office of Education schools and other county office-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community
2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance
3. The geographic area in which the school or building is located
4. Other appropriate names agreed upon by the committee for board consideration

The County Board encourages community participation in the process of selecting names. An advisory committee may be appointed by the Yolo County Superintendent of Schools and the County Board, to review name suggestions and submit recommendations for consideration.

Any name adopted for any new school shall not be so similar to the name of any existing school as to result in confusion to members of the community.

Before adopting any proposed name, the County Board shall hold a public meeting at which members of the public will be given an opportunity to provide input.

The County Board may also consider naming individual spaces, within other buildings, such as meeting rooms and auditoriums.

The renaming of existing schools or major facilities shall occur only ~~under extraordinary circumstances and~~ after thorough study **and consistent with the process outlined above.**

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Authority of county boards of education and county superintendents

Adopted:

YOLO COUNTY OFFICE OF EDUCATION
Woodland, California

YOLO COUNTY BOARD OF EDUCATION

Letter of Transmittal to County Board

From the Superintendent

SUBJECT: Second Reading: BP/SP 6159.1 Procedural Safeguards and Complaints for Special Education	AGENDA ITEM #: 4.3
PER: <input type="checkbox"/> BOARD REQUEST <input checked="" type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input checked="" type="checkbox"/> ACTION <input type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Sharon Holstege
BACKGROUND:	DATE: November 28, 2017

Education Code 56195.8 mandates all entities providing special education to adopt policy on procedural safeguards and Education Code 56500.1 requires entities providing special education to establish and maintain all procedural safeguards granted by federal law.

RECOMMENDATION/COMMENTS: The Board is being asked to adopt BP/SP 6159.1 Procedural Safeguards and Complaints for Special Education.

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

The Yolo County Board of Education desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 5145.6 - Parental Notifications)
- (cf. 6159 - Individualized Education Program)
- (cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education Students)
- (cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
- (cf. 6159.4 - Behavioral Interventions for Special Education Students)
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

The County Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the County Office's uniform complaint procedures.

- (cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

- 56000 Education for individuals with disabilities
- 56001 Provision of the special education programs
- 56020-56035 Definitions
- 56195.7 Written agreements
- 56195.8 Adoption of policies for programs and services
- 56300-56385 Identification and referral, assessment
- 56440-56447.1 Programs for individuals between the ages of three and five years
- 56500-56509 Procedural safeguards, including due process rights
- 56600-56606 Evaluation, audits and information

CODE OF REGULATIONS, TITLE 5

- 3000-3100 Regulations governing special education
- 4600-4671 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

- 1232g Family Educational Rights and Privacy Act
- 1400-1482 Individuals with Disabilities Education Act

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

UNITED STATES CODE, TITLE 42

11434 Homeless assistance

CODE OF FEDERAL REGULATIONS, TITLE 34

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

104.36 Procedural safeguards

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

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

COURT DECISIONS

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

Management Resources:

FEDERAL REGISTER

Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:
<http://www.ed.gov/about/offices/list/osers/osep>

Adopted:

YOLO COUNTY OFFICE OF EDUCATION
Woodland, California

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

Prior Written Notice

The Yolo County Superintendent of Schools or designee shall send to the parents/guardians of any student with disabilities a prior written notice within a reasonable time: (20 USC 1415(c); 34 CFR 300.102, 300.300, 300.503; Education Code 56500.4, 56500.5)

1. Before the Yolo County Office of Education initially refers the student for assessment
2. Before the County Office proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student
3. Before the County Office refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
4. Before the student graduates from high school with a regular diploma thus resulting in a change in placement
5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to his/her child

This notice shall include: (20 USC 1415(c); 34 CFR 300.503; Education Code 56500.4)

1. A description of the action proposed or refused by the County Office
2. An explanation as to why the County Office proposes or refuses to take the action
3. A description of each assessment procedure, test, record, or report the County Office used as a basis for the proposed or refused action
4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained
5. Sources for parents/guardians to obtain assistance in understanding these provisions
6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected

(cf. 6159 - Individualized Education Program)

7. A description of any other factors relevant to the County Office's proposal or refusal

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

(cf. 5145.6 - Parental Notifications)

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (20 USC 1415(d)(1); 34 CFR 300.504; Education Code 56301)

1. Upon initial referral or parent/guardian request for assessment
2. Upon receipt of the first state compliance complaint in a school year

(cf. 1312.3 - Uniform Complaint Procedures)

3. Upon receipt of the first due process hearing request in a school year
4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when a decision is made to remove a student because of a violation of a code of conduct constituting a change of placement

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

5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (20 USC 1415(d)(2); 34 CFR 300.504; Education Code 56301)

1. Independent educational evaluation

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

2. Prior written notice
3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to his/her child's continued receipt of special education and related services
4. Access to educational records

(cf. 5125 - Student Records)

5. Opportunity to present complaints and resolve complaints through the due process

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the County Office to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

6. The availability of mediation
7. The student's placement during the pendency of any due process complaint
8. Procedures for students who are subject to placement in an interim alternative educational setting
9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense
10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations
11. State-level appeals
12. Civil actions, including the time period in which to file those actions
13. Attorney's fees

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; the right of the parent/guardian and/or the County Office to electronically record the proceedings of IEP meetings in accordance with Education Code 56341; and information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind. (Education Code 56321, 56321.5, 56321.6)

A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (Education Code 56321, 56321.5)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in a language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (34 CFR 300.503; Education Code 56341, 56506)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

If the native language or other mode of communication of the parent/guardian is not a written language, the County Office shall take steps to ensure that: (34 CFR 300.503)

1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication.
2. The parent/guardian understands the contents of the notice.
3. There is written evidence that items #1 and #2 have been satisfied.

The County Office may place a copy of the procedural safeguards notice on the County Office's web site. (20 USC 1415(d))

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Due Process Complaints

A parent/guardian and/or the County Office may initiate due process hearing procedures whenever: (20 USC 1415(b); Education Code 56501)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
3. The parent/guardian refuses to consent to an assessment of his/her child.
4. There is a disagreement between a parent/guardian and the County Office regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (20 USC 1415(b); 34 CFR 300.508; Education Code 56502)

1. The student's name
2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

(cf. 6173 - Education for Homeless Children)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

(continued)

3. The name of the school the student attends
4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem
5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the Superintendent of Public Instruction or designated contracted agency. (Education Code 56502)

County Office's Response to Due Process Complaints

If the County Office has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the County Office shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415(c)(1); 34 CFR 300.508)

If the County Office has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the County Office shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415(c)(1); 34 CFR 300.508):

1. An explanation of why the County Office proposed or refused to take the action raised in the complaint
2. A description of other options that the IEP team considered and the reasons that those options were rejected
3. A description of each evaluation procedure, assessment, record, or report the County Office used as the basis for the proposed or refused action
4. A description of the factors that are relevant to the County Office's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the County Office shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the County Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

(continued)

resolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The County Superintendent or designee shall have the authority to resolve the issue(s). In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education. (Education Code 56502)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

YOLO COUNTY BOARD OF EDUCATION

Letter of Transmittal to County Board

From the Superintendent

SUBJECT: Second Reading: BP/SP 6164.4 Identification and Evaluation of Individuals for Special Education	AGENDA ITEM #: 4.4
PER: <input type="checkbox"/> BOARD REQUEST <input type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input checked="" type="checkbox"/> ACTION <input type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Sharon Holstege
BACKGROUND:	DATE: November 28, 2017

Education Code 56300 and 34 CFR 300.111 require each district, Special Education Local Plan Area (SELPA), or county office of education to actively seek out all residents from birth to age 21 (not "through" age 21) who have disabilities as defined by Education Code 56026. The district, SELPA, or county office is also required to include a "child find" process to identify children with disabilities placed by their parents/guardians in private schools.

RECOMMENDATION/COMMENTS: The Board is being asked to adopt BP/SP 6164.4 Identification and Evaluation of Individuals for Special Education.

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Yolo County Board of Education recognizes the need to actively seek out and evaluate Yolo County Office of Education residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)
(cf. 6164.6 - Identification and Education Under Section 504)

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

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

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

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 4112.23 - Special Education Staff)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.6 - Parental Notifications)
(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)

Legal Reference:

EDUCATION CODE

44265.5 Professional preparation for teachers of impaired students

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

56000-56885 Special education programs, especially:

56195.8 Adoption of policies

56300-56304 Identification of individuals with disabilities

56320-56331 Assessment

56333-56338 Eligibility criteria for specific learning disabilities

56340-56347 Instructional planning and individualized education program

56381 Reassessment of students

56425-56432 Early education for individuals with disabilities

56441.11 Eligibility criteria, children ages 3-5

56445 Transition to grade school; reassessment

56500-56509 Procedural safeguards

GOVERNMENT CODE

95000-95029.5 California Early Intervention Services Act

CODE OF REGULATIONS, TITLE 5

3021-3029 Identification, referral and assessment

3030-3031 Eligibility criteria

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1412 State eligibility

1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and placement

104.36 Procedural safeguards

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.301-300.306 Evaluations and reevaluations

COURT DECISIONS

Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

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

<http://www.ed.gov/about/offices/list/osers/osep>

Adopted:

YOLO COUNTY OFFICE OF EDUCATION
Woodland, California

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

Referrals for Special Education Services

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)

All referrals from school staff for special education and related services 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 their effect. (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 Yolo County Office of Education shall conduct a full and individual initial evaluation of the student. (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 days, not counting days between the student's regular school sessions or terms or 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

(cf. 6159 - Individualized Education Program)

Before conducting an initial evaluation, the County Office 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, 300.504)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or his/her 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 County Office 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.
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 County Office, he/she 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 County Office conducts an assessment with which the parent/guardian disagrees.

If the County Office 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 County Office'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 County Office 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 County Office 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 County Office 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 County Office, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the County Office shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by his/her 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.

(cf. 5145.6 - Parental Notifications)

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

(cf. 6164.41 - Children with Disabilities Enrolled by their Parents in Private School)

Parent/Guardian Consent for Evaluations

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial evaluation. The County Office 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)

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

1. Has been fully informed, in his/her 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 his/her 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 his/her part and may be revoked at any time
4. Understands that if he/she 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 County Office shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial evaluation or reevaluation of a student. The County Office shall maintain a record of its attempts to obtain consent, including: (Education Code 56321, 56341.5; 34 CFR 300.300, 300.322)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

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 County Office 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 his/her parent/guardian, the County Office may conduct an initial evaluation without obtaining informed 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 County Office 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 California law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

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

The County Office need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or 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

The County Office shall complete the determination as to whether the student is a student with a disability, conduct the initial evaluation to determine his/her educational needs, and develop an IEP within 60 days of receiving informed parent/guardian consent for the evaluation. (Education Code 56344; 34 CFR 300.300, 300.301)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the County Office. (Education Code 56320, 56322)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

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. (34 CFR 300.302)

In conducting the evaluation, the County Office shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The County Office shall also use any information provided by the parent/guardian that may assist the County Office in making the determination as to whether the student is a student with a disability and, if so, the necessary components of his/her 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 County Office'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. (34 CFR 300.304)

The County Office 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 language and 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
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

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

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. The County Office 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 his/her IEP and to participate, as appropriate, in the general education curriculum

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

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 and, if so, his/her 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

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

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

When making a determination of eligibility for special education and related services, the County Office 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)

If a determination is made that a student has a disability and needs special education and related services, an IEP shall be developed within a total time not to exceed 60 days, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days, from the date of the receipt of the parent/guardian's consent for evaluation, unless the parent/guardian agrees, in writing, to an extension. (Education Code 56043; 34 CFR 300.306)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

Independent Educational Evaluation

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria that the County Office uses for a County Office-initiated evaluation. An independent educational evaluation is an evaluation conducted by a qualified examiner who is not employed by the County Office. Public expense means the County Office either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (Education Code 56329; 34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the County Office 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 County Office may ask for the reason that he/she objects to the County Office's evaluation. However, the parent/guardian is not required to provide the reason to the County Office. (34 CFR 300.502)

Upon receiving the request for an IEE, the County Office 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 County Office can later demonstrate at a hearing that the evaluation obtained by the parent/guardian did not satisfy the County Office's criteria

If a due process hearing decision determines that the County Office's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (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 County Office if it meets County Office criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (34 CFR 300.502)

Reevaluation

A reevaluation shall be conducted when the County Office 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 County Office agree in writing that a reevaluation is unnecessary. A reevaluation may not occur

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION
(continued)

more than once a year, unless the parent/guardian and the County Office agree otherwise.
(Education Code 56043, 56381; 34 CFR 300.303)

The County Office 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, 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 to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these children. (Education Code 56445)

(cf. 5148.3 - Preschool/Early Childhood Education)

YOLO COUNTY BOARD OF EDUCATION
Letter of Transmittal to County Board
From the Superintendent

SUBJECT: Second Reading: BP/SP 6174 Education for English Learners	AGENDA ITEM #: 4.5
PER: <input type="checkbox"/> BOARD REQUEST <input checked="" type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input checked="" type="checkbox"/> ACTION <input type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Garth Lewis
<u>BACKGROUND:</u>	DATE: November 28, 2017

The Yolo County Office of Education is committed to providing educational services to English Learners aligned to the following requirements per the California Department of Education:

LEAs must ensure that all students meet grade-level core curriculum standards within a reasonable amount of time. The LEA defines “a reasonable amount of time” in their program descriptions. (5 CCR § 11302(a).)

In 2012, the California State Board of Education adopted the new *California English Language Development Standards*. The ELD standards guide teachers in supporting English learners in the acquisition of English needed for success in content areas. These ELD Standards are also aligned to the rigor of the California Common Core State Standards (CCSS) for English Language Arts (ELA/Literacy, Mathematics, Literacy in History/Social Studies, Science, and Technical subjects). The new ELD standards amplify areas of English language development that research has shown are crucial for academic learning. They also correspond to the Mathematics and Science content standards. The ELD standards are designed to supplement the ELA content standards to ensure that English learners develop proficiency in both the English language and the concepts and skills contained in all content standards.

(Source: <https://www.cde.ca.gov/sp/el/er/elfaq.asp>)

RECOMMENDATION/COMMENTS: The Board is being asked to adopt BP/SP 6174 Education for English Learners.

EDUCATION FOR ENGLISH LEARNERS

The Yolo County Board of Education intends to provide English learners with challenging curriculum and instruction that develop proficiency in English while facilitating student achievement in the Yolo County Office of Education's regular course of study.

The County Office shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

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

The Yolo County Superintendent of Schools or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The County Office's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6171 - Title I Programs)

The County Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

The County Office shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

To support students' English language development, the County Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

Identification and Assessment

The County Superintendent or designee shall maintain procedures for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6152.51 - State Academic Achievement Tests)

Language Acquisition Programs

In establishing the County Office's language acquisition programs, the County Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The County Office shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English

EDUCATION FOR ENGLISH LEARNERS (continued)

language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the County Office may include, but are not limited to, the following: (Education Code 305-306)

1. The County Office may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World/Foreign Language Instruction)

2. The County Office may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

The County Office's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the County Office, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

When an English learner is determined pursuant to state and County Office reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and

EDUCATION FOR ENGLISH LEARNERS (continued)

52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

To evaluate the effectiveness of the County Office's educational program for English learners, the County Superintendent or designee shall report to the County Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the County Office's LCAP
6. A comparison of current data with data from at least the previous year

The County Superintendent or designee also shall provide the County Board with regular reports from any County Office or schoolwide English learner advisory committees.

Legal Reference:**EDUCATION CODE**

- 300-340 English language education, especially:
- 305-310 Language acquisition programs
- 313-313.5 Assessment of English proficiency
- 430-446 English Learner and Immigrant Pupil Federal Conformity Act
- 33050 State Board of Education waiver authority
- 42238.02-42238.03 Local control funding formula
- 44253.1-44253.11 Qualifications for teaching English learners
- 48980 Parental notifications
- 48985 Notices to parents in language other than English
- 52052 Numerically significant student subgroups
- 52060-52077 Local control and accountability plan
- 52130-52135 Impacted Languages Act of 1984
- 52160-52178 Bilingual Bicultural Act
- 56305 CDE manual on English learners with disabilities
- 60603 Definition, recently arrived English learner

EDUCATION FOR ENGLISH LEARNERS (continued)

60605.87 Supplemental instructional materials, English language development
 60640 California Assessment of Student Performance and Progress
 60810-60812 Assessment of language development
 62005.5 Continuation of advisory committee after program sunsets
 CODE OF REGULATIONS, TITLE 5
 853.5-853.7 Test administration; universal tools, designated supports, and accommodations
 11300-11316 English learner education
 11510-11517 California English Language Development Test
 UNITED STATES CODE, TITLE 20
 1412 Individuals with Disabilities Education Act; state eligibility
 1701-1705 Equal Educational Opportunities Act
 6311 Title I state plan
 6312 Title I local education agency plans
 6801-7014 Title III, language instruction for English learners and immigrant students
 7801 Definitions
 CODE OF FEDERAL REGULATIONS, TITLE 34
 100.3 Discrimination prohibited
 200.16 Assessment of English learners
 COURT DECISIONS
 Valeria G. v. Wilson, (2002) 307 F.3d 1036
 California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
 McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
 Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698
 ATTORNEY GENERAL OPINIONS
 83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:
 CSBA PUBLICATIONS
 English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016
 English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016
 English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014
 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
 Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015
 Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014
 English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014
 Common Core State Standards for Mathematics, rev. 2013
 Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

EDUCATION FOR ENGLISH LEARNERS (continued)

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

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

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

U.S. Department of Education: <http://www.ed.gov>

Adopted:

YOLO COUNTY OFFICE OF EDUCATION
Woodland, California

EDUCATION FOR ENGLISH LEARNERS**Definitions**

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Upon enrollment in the Yolo County Office of Education, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test for initial identification. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the state's designated English language proficiency test shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during

EDUCATION FOR ENGLISH LEARNERS (continued)

instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

(cf. 6152.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

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

The Yolo County Superintendent of Schools or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation

EDUCATION FOR ENGLISH LEARNERS (continued)

- d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
- 4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
 - 5. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
 - 6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Reclassification/Redesignation

The County Office shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

- 1. Demonstrate English language proficiency comparable to that of the County Office's average native English language speakers
- 2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

- 1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
- 2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
- 3. Parent/guardian opinion and consultation

EDUCATION FOR ENGLISH LEARNERS (continued)

The County Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The County Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The County Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Advisory Committee

A parent/guardian advisory committee shall be established at the County Office level when there are more than 50 English learners in the County Office and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The County Office's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a County Office master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The County Office wide needs assessment on a school-by-school basis
3. Establishment of a County Office program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the County Office's reclassification procedures

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

EDUCATION FOR ENGLISH LEARNERS (continued)

In order to assist the advisory committee in carrying out its responsibilities, the County Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the County Office, with at least 50 students who are English learners, a County Office-level English learner parent advisory committee shall be established to review and comment on the County Office's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

YOLO COUNTY BOARD OF EDUCATION

Letter of Transmittal to County Board

From the Superintendent

SUBJECT: Presentation: Planning and Preparing for Hazardous Materials Release at Yolo County Office of Education Facilities	AGENDA ITEM #: 4.6
PER: <input checked="" type="checkbox"/> BOARD REQUEST <input type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Matt Juchniewicz
<u>BACKGROUND:</u>	DATE: November 28, 2017

Matt Juchniewicz, Director of Support Operations Services, will present information on planning and preparing for hazardous materials release at Yolo County Office of Education facilities.

RECOMMENDATION/COMMENTS: For information.

Planning and Preparing for a Hazardous Materials Spill



14:41:56
06-13-00

What happens next?

- Emergency Response Guidebook
- CERG (Chemical, Biological, Radiological, Nuclear) Hazards Response Guide
- Based on the size of the spill, the spill can be contained, cleaned up with other spill cleanup equipment, health hazards can



Trainings

Pro Board Certified through Texas A&M,
underwritten by FEMA

- Hazardous Materials Operations
- Hazardous Materials PPE
- Hazardous Materials First Responder Awareness
- WMD/Terrorism Awareness for Emergency Responders



What the simple procedure looks like for a HazMat spill-

Call 911 Immediately

DO NOT endanger yourself trying to
identify a substance or trying to assist a
co-worker.

Next call the California State Warning
Center - (916)-945-8911



What happens next?

- Emergency Response Guidebook
- CBRN (Chemical, Biological, Radioactive, Nuclear events Response) Book
- Based on the size of the spill, local fire and law enforcement agencies work with the Yolo County Environmental Health HazMat Unit

Lets look at our Anhydrous Ammonia Spill



First Responder

1. Approach cautiously from uphill, upwind, or upstream
2. Secure the scene
3. Identify the hazards
4. Assess the situation
5. Respond appropriately

Update:

Emergency Response Flip chart Coming soon!

Questions?



YOLO COUNTY BOARD OF EDUCATION
Letter of Transmittal to County Board
From the Superintendent

SUBJECT: Head Start/Early Head Start Reports	AGENDA ITEM #: 4.7
PER: <input checked="" type="checkbox"/> BOARD REQUEST <input type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Gail Nadal and Crissy Huey
<u>BACKGROUND:</u>	DATE: November 28, 2017

The following reports are being presented to the Board as information:

- (a) **Enrollment Update** – this is a standing report to the Board

- (b) **Program** – this is a standing report to the Board

- (c) **Financial Status** – this is a standing report to the Board

RECOMMENDATION/COMMENTS: For information.



Head Start / Early Head Start

Director, Yolo County Board of Education & Policy Council Monthly Report

EARLY HEAD START

Date: Monday , November 11, 2017				Report Outcomes for the month October 2017			
#	Program	Site	Ages	Waiting Lists C = Complete () = Over income	Average Daily Attendance	Funded Enrollment	Current Enrollment
1	EHS/State	Lemen	6 wk. – 30 mos.	C7(4)	91.14%	4	4
					92.41%	4	4
					89.83%	4	4
2	EHS/State	Alyce Norman	6 wk. – 30 mos.	C14(3)	98.15%	3	3
					96.43%	4	4
					96.25%	4	4
3	EHS/State	Alyce Norman	24 – 36 mos.	C2(0)	85.00%	4	4
					87.50%	4	4
					95.00%	4	4
					92.50%	4	4
4	EHS Home Base	Yolo Co.	6 wk. – 3 yrs.	C 2(2)	N/A	49	43
SUB TOTAL				C25(9)	92.42%	88	82

HEAD START

	Program	Site	Ages	Waiting Lists	Average Daily Attendance	Funded Enrollme nt	Current Enrollmen t
1	HS/State	Lincoln	3 – 5	C72(34)	97.03%	16	16
2					92.67%	16	16
3	HS				93.86%	16	16
4	HS/State				95.99%	20	20
5					90.42%	20	20
6					93.17%	16	16
7	HS/State	Esparto	3 – 5	C1(0)	95.43%	20	20
1	HS/State	Valley Oak 1	3 - 5	C8(2)	90.53%	16	16
2	HS	Valley Oak 2	3 – 5	C0(0)	89.78%	16	15
10	HS/State	Elkhorn	3 – 5	C4(1)	92.23%	16	16
11	HS/State	Charter	3 – 5	C7(3)	90.81%	20	20
					94.06%	16	16
					88.95%	20	20
1	HS/State	Westfield	3 – 5	C4(2)	94.41%	20	20



Head Start / Early Head Start

Director, Yolo County Board of Education & Policy Council Monthly Report

2							
1	HS/State	Plainfield	3-5	C1(0)	100%	19	19
SUB TOTAL				C97(42)	93.3%	267	266
TOTAL				C 122(51)	92.86%	355	348

Yolo County Office of Education Board of Education

Head Start/ Early Head Start/ State Preschool

Gail Nadal

November 2017 Overview

PROGRAM

- The Head start classrooms are experiencing the culmination of the learning topic on Clothes. Children have learned about the clothing worn in the summertime and what type of clothing is needed when the weather changes. This week our Annual Paperbag Fashion Show is planned at each site. Parents along with their Head start child had a homework assignment of creative some type of outfit using two paper bags. What creativity we have in our parents and children!
- We have another great In-service training planned for Friday, November 17th. We will continue our training on Language and Literacy and will also review areas of the CLASS system. Teachers have just received their assessments from this process. We continue with the coaching using the TLC guidance. The last week in November, we will receive training and technical support from Region 9 in the areas of Curriculum fidelity and Coaching.
- We have anxiously awaited the release of the CSPP QRIS Quality grant. The date for submission is January 8th and the funds will be used to continue quality services to all programs that serve state preschool. This is a voluntary program and teacher make the decision to participate in this ongoing learning process.

POLICY COUNCIL

- The new Policy Council will be seated on November 17th at the next Policy Council meeting. We are fortunate to have such a strong interest by our parents in volunteering their time and knowledge in supporting our Head Start and Early Head start program.

PLANNING

- Region 9 has approved for YCOE to write and plan for the next 5 year grant application. The final application will be due April 1. There are many changes with the new Performance Standards implementations.

**Executive Summary
2017/2018 Fiscal Year
October 31, 2017**

Program	Working Budget	Current Expenditures	Year-To-Date Expenditures	Encumbered	Balance	% of Budget Spent	% of Budget Encumbered	% of Budget Unspent or Not Obligated
Head Start	\$ 2,850,552	\$ 171,585	\$ 669,760	\$ 1,110,736	\$ 1,070,057	23.50%	38.97%	37.54%
Early Head Start	\$ 1,107,920	\$ 60,186	\$ 298,098	\$ 465,544	\$ 344,279	26.91%	42.02%	31.07%
Head Start T&TA	\$ 33,692	\$ 3,365	\$ 11,614	\$ 8,272	\$ 13,806	34.47%	24.55%	40.98%
Early Head Start T&TA	\$ 25,983	\$ 925	\$ 4,993	\$ 4,775	\$ 16,215	19.22%	18.38%	62.41%
Total Grant	\$ 4,018,147	\$ 236,061	\$ 984,465	\$ 1,589,326	\$ 1,444,356	24.50%	39.55%	35.95%

Credit Cards	Monthly Expense
Visa	\$ 2,110.60
Wal-Mart	\$ 1,606.10
Nugget/Food 4 Less	\$ 2,081.76
Interstate Oil	\$ 237.58
Total Credit Card Expense	\$ 6,036.04

Administrative Percent Calculation	
Maximum allowed Administrative Percent:	15%
Calculated Percentage for the Month:	14%

Calculation of In-Kind Contributions		
	Dollars Expended	
	Year-To-Date	In-Kind Required
Head Start:	\$ 669,759.57	\$ 167,439.89
Head Start T & TA:	\$ 11,614.31	\$ 2,903.58
Early Head Start:	\$ 298,097.70	\$ 74,524.43
Early Head Start T & TA:	\$ 4,993.37	\$ 1,248.34
Total	\$ 984,464.95	\$ 246,116.24
	Amount Required:	\$ 246,116.24
	Actual In-Kind:	\$ 425,062.28
	*Surplus/(Deficit):	\$ 178,946.04
If deficit: will be returned to Federal Government from unrestricted dollars		

CACFP Meal Reimbursement: September 2017			
	Number of Meals/Snacks Served	Federal Reimbursement Amount	State Reimbursement Amount
Breakfast	1960	3430	\$ 336.53
AM Snacks		\$ -	\$ -
Lunch	3015	\$ 10,439.44	\$ 517.68
PM Snacks	2525	\$ 2,374.24	\$ -
	Total Reimbursement		\$ 17,097.89

**EARLY HEAD START
2017/2018
October**

Resource 5212

Resource 5212	CATEGORY	Budget	Adjustment	Revised Budget	Actual Current	Expended/Received			%
						Year-to-date	Encumbered	Balance	
Revenues									
	All Other Federal	1,057,497	0	1,057,497	188,506	188,506	0	868,991	82.17%
	Prior Year	50,423		50,423	0	50,423		0	0.00%
	Local Restricted	0	0	0	0	0		0	
	Total Revenues	1,107,920	0	1,107,920	188,506	238,929	0	868,991	78.43%
Expenditures									
	Salaries	578,745	(283)	578,462	42,329	162,617	316,027	99,817	17.26%
	Benefits	209,604	(5,739)	203,865	12,808	48,996	98,523	56,346	27.64%
	Supplies	42,623	13,305	55,928	1,527	9,720	33,617	12,591	22.51%
	Parent Activity Supplies & Food for Parent Meetings	3,450	500	3,950	144	428	1,782	1,740	44.05%
	Site Supplies	39,173	12,805	51,978	1,383	9,292	31,835	10,851	20.88%
	Travel & Conference	17,080	536	17,616	1,429	2,349	6,380	8,887	50.45%
	Dues & Memberships	579	0	579	0	276	0	303	52.33%
	Insurance	4,200	0	4,200	0	0	0	4,200	100.00%
	Rentals, Leases, Repairs & Noncapitalized Improvements	2,300	0	2,300	0	4	546	1,750	76.09%
	Direct Costs for Transfer of Services	64,487	0	64,487	62	(39)	0	64,526	100.06%
	Professional/Contracted Services & Operating Expenditures	73,084	(7,819)	65,265	1,776	48,733	9,845	6,687	0.00%
	Intergovernmental Fees	1,500		1,500	255	255	606	640	
	Indirect Costs	101,119	0	101,119	0	21,667	0	79,452	78.57%
	Tsfer to Cafe Fund	12,599	0	12,599	0	3,519	0	9,080	72.07%
	Total Expenditures	1,107,920	0	1,107,920	60,186	298,098	465,544	344,279	31.07%

**HEAD START
T & TA
2017/2018
October**

Resource 5208

CATEGORY	Budget	Adjustment	Revised Budget	Current	Expended/Received			Balance	% %
					Year-to-date	Encumbered			
Revenues									
All Other Federal	33,692	0	33,692	8,249	8,249	0	25,443	75.52%	
Total Revenues	33,692	0	33,692	8,249	8,249	0	25,443	75.52%	
Expenditures									
Salaries	9,454	(5,800)	3,654	0	0	0	3,654	0.00%	
Benefits	1,722	0	1,722	0	0	0	1,722	0.00%	
Supplies	5,354	(3,584)	1,770	0	368	0	1,402	79.21%	
<i>Parent Activity Supplies & Food for Parent Meetings</i>	1,657	(1,137)	520	0	0	0	520	100.00%	
<i>Site Supplies</i>	3,697	(2,447)	1,250	0	368	0	882	70.56%	
Travel & Conference	10,340	4,836	15,176	3,365	8,940	2,472	3,764	24.80%	
Contracted Services	3,709	4,548	8,257	0	1,544	5,800	913	11.06%	
Indirect Costs	3,113	0	3,113	0	762	0	2,351	75.52%	
					0				
Total Expenditures	33,692	0	33,692	3,365	11,614	8,272	13,806	40.98%	

**HEAD START
2017/2018 BUDGET
October**

Resource 5210

CATEGORY	Budget	Adjustment	Revised Budget	Expended/Received				% %
				Current	Year-to-date	Encumbered	Balance	
Revenues								
All Other Federal	2,771,863		2,771,863	429,274	429,274		2,342,589	84.51%
Prior Year	78,689		78,689		78,689		0	0.00%
Local Restricted	0		0	0	0		0	0.00%
Total Revenues	2,850,552	0	2,850,552	429,274	507,962	0	2,342,589	82.18%
Expenditures:								
Salaries	1,383,468	0	1,383,468	107,719	372,254	789,143	222,071	16.05%
Benefits	539,853	0	539,853	35,818	119,391	279,593	140,869	26.09%
Supplies	52,468	9,141	61,609	5,170	13,211	25,221	23,177	37.62%
<i>Parent Activity Supplies & Food for Parent Meetings</i>	6,696	1,000	7,696	147	495	3,815	3,386	44.00%
<i>Site Supplies</i>	45,772	8,141	53,913	5,022	12,716	21,406	19,791	36.71%
Travel & Conference	21,519	0	21,519	2,646	4,230	0	17,289	80.34%
Dues & Memberships	1,933	0	1,933	0	924	0	1,009	52.20%
Insurance	13,500	0	13,500	0	0	0	13,500	100.00%
Rentals, Leases, Repairs & Noncapitalized								
Improvements	8,900	0	8,900	50	87	1,865	6,948	78.06%
Direct Costs for Transfer of Services	375,224	0	375,224	479	21,281	0	353,943	94.33%
Professional/Contracted Services & Operating								
Expenditures	106,127	(9,141)	96,986	19,681	36,757	14,914	45,315	46.72%
Intergovernmental Fees	2,000	0	2,000	23	23	0	1,977	98.87%
Land Improvements	42,972	0	42,972	0	42,972	0	(0)	0.00%
Indirect Costs	252,194	0	252,194	0	41,303	0	210,891	83.62%
Tsfer to Cafe Fund	50,394	0	50,394	0	17,327	0	33,067	65.62%
Total Expenditures	2,850,552	0	2,850,552	171,585	669,760	1,110,736	1,070,057	37.54%

**EARLY HEAD START
T & TA
2017/2018 BUDGET
October**

Resource 5218

CATEGORY	Budget	Adjustment	Revised Budget	Expended/Received				% %
				Current	Year-to-date	Encumbered	Balance	
Revenues								
All Other Federal	25,983	0	25,983	4,068	4,068	0	21,915	84.34%
Total Revenues	25,983	0	25,983	4,068	4,068	0	21,915	
Expenditures								
Salaries	6,940	(4,200)	2,740	0	0	0	2,740	0.00%
Benefits	1,263	0	1,263	0	0	0	1,263	0.00%
Supplies	4,558	(1,621)	2,937	0	314	0	2,624	89.33%
<i>Parent Activity Supplies & Food for Parent Meetings</i>	1,769	(350)	1,419	0	0	0	1,419	100.00%
<i>Site Supplies</i>	2,789	(1,271)	1,518	0	314	0	1,205	79.35%
Travel & Conference	7,681	3,112	10,793	925	3,358	575	6,860	
Contracted Services	3,140	2,709	5,849	0	946	4,200	703	12.02%
Indirect Costs	2,401	0	2,401	0	376	0	2,025	84.34%
			0					
Total Expenditures	25,983	0	25,983	925	4,993	4,775	16,215	62.41%

HEAD START/EARLY HEAD START
CREDIT CARD REPORT
2017/2018
October

MANAGER	VISA
Gail Nadal	
Travel/Conference	\$ 452.24
Center Supplies	\$ 822.87
TOTAL	<u>\$ 1,275.11</u>
Genet Telahun	
Travel/Conference	
Center Supplies	\$ 835.49
TOTAL	<u>\$ 835.49</u>
Amee Dowkes	
Travel/Conference	
Center Supplies	\$ -
TOTAL	<u>\$ -</u>
Gustavo Melgoza	
Travel/Conference	
Center Supplies	
TOTAL	<u>\$ -</u>
VISA Grand Total	\$ 2,110.60
NUGGET/FOOD 4 LESS	\$ 2,081.76
INTERSTATE OIL	\$ 237.58
Wal Mart	\$ 1,606.10
TOTAL MONTHLY EXPENDITURES:	\$ 4,429.94 ****

**Credit card statements available upon request

**Headstart / Early Head Start
2017/2018 Fiscal Year
Administrative Percentage Calculation
October 31, 2017**

Step 1: Calculate % rent is administrative expense

Administrative Square Footage	Total Square Footage	% of Total Square Footage	Plant Services Charges (FN 8000-8999)	% of Rent allocated to Admin
1,440.00	130,680.00	0.011019	\$ -	\$ -

Dual Facility Costs - All Sites July 2017 thru June 2018				
Administrative Square Footage	Total Square Footage	% of Total Square Footage	Plant Services Charges (FN 8000-8999)	% of Rent allocated to Admin
360.00	27,387.00	0.013145	\$ -	\$ -

Step 2: Calculate maximum administrative expenses allowed for 15%

Federal Share	\$ 236,060.98	All Grants
Required 20 percent NFS	\$ 59,015.25	Non Federal Share
Total Approved Costs	<u>\$ 295,076.23</u>	
15% Administrative Cost Limitation	<u>\$ 44,261.43</u>	

Step 3: Identify total administrative expenses

Dual Facility Costs	\$ -	Per Above Calculation in step 1
School Admin	\$ 17,382.03	Staff charged to Administration
General Admin	\$ 24,031.01	Indirect
Total	<u>\$ 41,413.04</u>	

Grant Expenditures	\$ 236,060.98
Less Capital Outlay	\$ -
= Expenditures subject to indirect	<u>\$ 236,060.98</u>

Currently Charged Admin Costs	\$ 41,413.04
In-Kind Indirect	\$ -
In - Kind Administrative	\$ -
Administrative Total	<u>\$ 41,413.04</u>

Step 4: Calculate actual administrative percentage and verify less or equal to 15%

Maximum allowed Administrative Percent: 15%

Calculated Percentage to date: 14%

**HEAD START/EARLY HEAD START
2017/2018 FISCAL YEAR
CALCULATION OF IN-KIND CONTRIBUTIONS**

Month	Year	Location									Grand Total
		Other	Alyce Norman	Itinerant	Esparto	Lemen	Charter	Lincoln/Plainfield	Valley Oak	W. Capitol/Elkhorn	
July	2017	\$ 6,077.51	\$ 528.74	\$ 2,317.83		\$ 560.32	\$ 2,621.22				\$ 12,105.62
August	2017	\$ 6,301.64	\$ 817.27	\$ 2,889.61	\$ 796.10	\$ 520.16	\$ 1,945.61	\$ 2,039.56	\$ 1,007.50	\$ 911.91	\$ 17,229.36
September	2017	\$ 322,143.06	\$ 1,005.70	\$ 3,798.14	\$ 736.03	\$ 433.90	\$ 3,517.15	\$ 6,416.63	\$ 2,038.11	\$ 2,070.58	\$ 342,159.30
October	2017	\$ 5,952.00									\$ 5,952.00
November	2017	\$ 5,952.00									\$ 5,952.00
December	2017	\$ 5,952.00									\$ 5,952.00
January	2018	\$ 5,952.00									\$ 5,952.00
February	2018	\$ 5,952.00									\$ 5,952.00
March	2018	\$ 5,952.00									\$ 5,952.00
April	2018	\$ 5,952.00									\$ 5,952.00
May	2018	\$ 5,952.00									\$ 5,952.00
June	2018	\$ 5,952.00									\$ 5,952.00
		\$ 388,090.21	\$ 2,351.71	\$ 9,005.58	\$ 1,532.13	\$ 1,514.38	\$ 8,083.98	\$ 8,456.19	\$ 3,045.61	\$ 2,982.49	\$ 425,062.28

Total Contribution Due based on actual dollars claimed:

	Dollars Expended as of August 31, 2017	In-Kind Required
Head Start:	669,759.57	167,439.89
Head Start T & TA:	11,614.31	2,903.58
Early Head Start:	298,097.70	74,524.43
Early Head Start T & TA:	4,993.37	1,248.34
Total:	984,464.95	246,116.24

Amount Required: 246,116.24
Actual In-Kind: 425,062.28

*Surplus/(Deficit): 178,946.04

Surplus(Deficit): 178,946.04

If deficit: will be returned to Federal Government from unrestricted dollars

Child & Adult Care Food Program Claim For Reimbursement Summary for September 2017

04309-CACFP-57-PS-CS
YOLO CO SUPERINTENDENT OF SCHOOLS
 1280 SANTA ANITA CT STE 100
 WOODLAND, CA 95776-6127
 Vendor #: 105700
 payment address

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
Sep 2017	0	11/06/2017	11/06/2017		Original

Child Care

	Free	Reduced	Base	Total
Enrollment Totals	132	0	0	132
Eligibility Percentages	100%	0%	0%	100%

Agency Totals	Meals/Snacks	Federal Rate	Reimbursement Amount
Lunch			
Free	788	3.2300	2,545.24
Reduced	0	2.8300	0.00
Base	0	0.3100	0.00
CIL	788	0.2325	183.21
Total	788 ✓		2,728.45 ✓

PM Snack			
Free	2,133	0.8800	1,877.04
Reduced	0	0.4400	0.00
Base	0	0.0800	0.00
Total	2,133 ✓		1,877.04 ✓

Head Start

Agency Totals	Meals/Snacks	Federal Rate	Reimbursement Amount
Breakfast			
Free	1,960	1.7500	3,430.00
Reduced	0	1.4500	0.00
Base	0	0.3000	0.00
Total	1,960 ✓		3,430.00 ✓

Lunch			
Free	2,227	3.2300	7,193.21
Reduced	0	2.8300	0.00
Base	0	0.3100	0.00
CIL	2,227	0.2325	517.78
Total	2,227 ✓		7,710.99 ✓

PM Snack			
Free	565	0.8800	497.20
Reduced	0	0.4400	0.00
Base	0	0.0800	0.00
Total	565 ✓		497.20 ✓

Claim Reimbursement Total

16,243.68

State Reimbursements

Meal Description	Meals	State Rate	State Earnings
Total Breakfast	1,960	\$0.1717	\$336.53 ✓
Total Lunches	3,015	\$0.1717	\$517.68 ✓
Total			\$854.21

Agency Claim Reimbursement Totals	Meal Reimbursement	CIL Reimbursement	State Reimbursement	Totals
Current Claim Reimbursement Total	15,542.69	700.99	854.21	17,097.89
Previous Claim Reimbursement Total	0.00	0.00	0.00	0.00 ✓
Net Claim Reimbursement Total	15,542.69	700.99	854.21	17,097.89

Created By: kmagallanes on: 10/31/2017 9:15:44 AM Modified By: mcoombs on: 11/6/2017 3:04:15 PM

YOLO COUNTY BOARD OF EDUCATION

Letter of Transmittal to County Board

From the Superintendent

SUBJECT: Initial Proposal to the Yolo County Superintendent of Schools from the California School Employees Association (CSEA), Chapter #639 for 2017-18	AGENDA ITEM #: 4.8
PER: <input type="checkbox"/> BOARD REQUEST <input checked="" type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Jesse Ortiz, Ed.D.
BACKGROUND:	DATE: November 28, 2017

Collective bargaining law requires that initial proposals for negotiations be sunshined at a public Board meeting by the Superintendent. The initial proposal from CSEA Chapter #639 for 2017-18 reopeners was presented to the Superintendent (see attached).

The Superintendent is using the Board meeting as a forum to publicly present the proposal. The Superintendent will order that the proposal be posted and set for public hearing at the December 12, 2017 Regular Meeting.

RECOMMENDATION/COMMENTS: It is recommended that the Superintendent receive the California School Employees Association, Chapter #639, collective bargaining proposal for 2017-18 and order that it be posted and set for public hearing at the December 12, 2017 Regular Meeting.

Initial Proposal 2017-2018



California School Employees Association Chapter 639

Yolo County Office of Education

It is the intent of the California School Employees Association Chapter #639 to negotiate to the following items for the 2017-2018 year:

1. Article 9 Pay and Allowances – Salary Increase 3%
2. Article 11.3.2 – Cap increase of \$25.00
3. Job Study Implementation

YOLO COUNTY BOARD OF EDUCATION

Letter of Transmittal to County Board

From the Superintendent

SUBJECT: Local Control Accountability Plan Local Indicators	AGENDA ITEM #: 4.9
PER: <input type="checkbox"/> BOARD REQUEST <input checked="" type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Garth Lewis
<u>BACKGROUND:</u>	DATE: November 28, 2017

State data is not available for some priority areas identified in the Local Control Funding Formula law. For these priority areas, the State Board of Education approved the local indicators, which are based on information that local educational agencies collect locally. The local indicators are:

- Basic Services
- Implementation of State Academic Standards
- Parent Engagement
- School Climate
- Coordination of Services for Expelled Youth – County offices of education only
- Coordination of Services for Foster Youth – County offices of education only

Local educational agencies receive one of three ratings based on whether they have measured and reported their progress through the Dashboard using locally collected data. The ratings are: Met, Not Met, or Not Met for Two or More Years.

For example, on the local indicator for Implementing State Academic Standards (Priority 2), the local educational agency would receive a Met rating if it:

- Annually measures its progress
- Reports the results at a regularly scheduled meeting of the local governing board
- Reports the results to stakeholders through the Dashboard
- For local educational agencies that receive a Met rating, the local data that they collected will be included in a Detailed Report (CDE term) within the Dashboard.

Source: <https://www.cde.ca.gov/ta/ac/cm/licadashboardfaq.asp>

RECOMMENDATION/COMMENTS: For Information.

Local Data to be Submitted for Priority 1 (Basics)

Description:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)

Standard to Achieve:

Local Education Agency (LEA) annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable.

Each LEA is required to address four (4) items for Local Indicator 1. A description of the items and YCOE's response are listed in the Table 1, below.

Table 1: Local Indicator 1 Descriptors and LEA Response

Item 1: Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions YCOE Response, 0
Item 2: Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home YCOE Response, 0
Item 3: Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies) YCOE Response, 0 (Woodland Campus)/4 (West Sacramento campus), reported on most recent SARC
Item 4, Additional Comments (Optional Box) YCOE Response: YCOE's West Sacramento campus was moved to new location at the start of the 2017-2108 school year.

Local Data to be Submitted for Priority 2 (Implementation of Academic Standards)

Standard: LEA annually measures its progress implementing state academic standards.

Reflection Tool (Completed by Yolo County Office of Education): Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Local educational agency’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts YCOE Response, 4 – Full Implementation
English Language Development (Aligned to English Language Arts Standards) YCOE Response, 4 – Full Implementation
Mathematics – Common Core State Standards for Mathematics YCOE Response, 3 – Initial Implementation
Next Generation Science Standards YCOE Response, 2 – Beginning Development
History-Social Science YCOE Response, 3 – Initial Implementation

2. Local educational agency’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts YCOE Response, 4 – Full Implementation
English Language Development (Aligned to English Language Arts Standards) YCOE Response, 4 – Full Implementation
Mathematics – Common Core State Standards for Mathematic YCOE Response, 4 – Full Implementation
Next Generation Science Standards YCOE Response, 2 – Beginning Development
History-Social Science YCOE Response, 3 – Initial Implementation

3. Local educational agency’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts YCOE Response, 3 – Initial Implementation
English Language Development (Aligned to English Language Arts Standards) YCOE Response, 3 – Initial Implementation
Mathematics – Common Core State Standards for Mathematics YCOE Response, 3 – Initial Implementation
Next Generation Science Standards YCOE Response, 3 – Initial Implementation
History-Social Science YCOE Response, 3 – Initial Implementation

Other Adopted Academic Standards

4. Local educational agency’s progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Career Technical Education YCOE Response, 3 – Initial Implementation
Health Education Content Standards YCOE Response, 4 – Full Implementation
Physical Education Model Content Standards YCOE Response, 4 – Full Implementation
Visual and Performing Arts YCOE Response, 3 – Initial Implementation
World Language YCOE Response, 1 – Exploration and Research Phase

Support for Teachers and Administrators

5. The local educational agency's success at engaging in the following activities with teachers and school administrators during the 2015-16 school year (including summer 2015).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Identifying the professional learning needs of groups of teachers or staff as a whole YCOE Response, 3 – Initial Implementation
Identifying the professional learning needs of individual teachers YCOE Response, 3 – Initial Implementation
Providing support for teachers on the standards they have not yet mastered YCOE Response, 3 – Initial Implementation
Additional Comments (Optional Box Completed by Yolo County Office of Education) The YCOE instructional program at Dan Jacobs court school is in the initial phase of Western Association of Schools and Colleges (WASC) accreditation. Cesar Chavez Community School received a six year WASC accreditation with a two-day midterm visit during the 2016-2017 school year. YCOE is expanding and strengthening CTE programs and pathways through partnerships with industry professionals, the Northern California Construction and Training, Yolo County Health and Human Services Agency, and Yolo County Probation. YCOE continues to strengthen Visual and Performing Arts programming through our partnership with Yolo Arts and UC Davis' Sacramento Area Youth Speaks (SAYS) program.

Local Data to Be Submitted for Priority 3 (Self-Reflection Tool for Parent Engagement)

Standard: LEA annually measures its progress in (1) seeking input from parents in decision making and (2) promoting parental participation in programs.

Option 1: Survey

The local educational agency administered a local survey to parents/guardians in at least one grade within each grade span that the local educational agency serves (e.g., K–5, 6–8, 9–12), and was asked to summarize the following:

1. The key findings from the survey related to seeking input from parents/guardians in school and district decision making;
2. The key findings from the survey related to promoting parental participation in programs; and
3. Why the local educational agency chose the selected survey and whether the findings relate to the goals established for other Local Control Funding Formula priorities in the Local Control and Accountability Plan.

Survey Description

Parents were surveyed in the spring of 2016, with 15 parents responding. Both campuses participated in the surveys. Parents were surveyed by sending surveys home with students, during meeting and as they visited the school for any reason. The surveys were anonymous. The surveys were divided into four areas, performance-based system, effective supports, supportive school culture and college and career readiness.

Key Findings

Summary of the parent survey reflects an overall positive perception of the school in all four areas. As parents did not respond to all questions, responses range from 9 to 15.

In Performance-Based Systems, parent responses indicated agreement that the school helped students academically, had high standards, and promoted academic success for all students.

In Effective Supports, the survey reflects an overall positive perception of the school in areas of counseling, support services, acceptance, availability of principal and staff, parents feel welcome and included in the decision making process, there is an appreciation of diversity and respect for each other, and communication. There were two areas where parents disagreed with statements referring to students treating teachers with respect, and students treating each other with respect. This contradicts the statement regarding an appreciation of diversity and respect for each other. In reviewing the question, it looks as though appreciation of diversity and respect for each other are two separate issues. This is a concern we need to look at and continue to address as we evolve.

In Supportive School Culture, the survey reflects an overall positive perception of the school in that students feel safe, discipline policies are fair, facilities are adequate, and rules are clearly communicated. There were two areas that raised concern with parents. The majority of parents

surveyed disagreed with the statement that “Substance abuse is NOT a problem at school”. The second area dealt with sexual harassment. Although there were only 4 of 14 parents that felt this was a problem, it does raise concern due to the small number surveyed. Drug use and sexual harassment are problem areas we will continue to address and make huge strides to attain the pro-social environment we strive to create here at CCCS.

In College and Career Readiness there were two questions regarding the school’s preparation of students to deal with issues and problems in the future, and exploration of college and career options. Parents surveyed were in agreement that the school was addressing these areas.

Choice of Survey

This survey was chosen because of its alignment with the Local Control Accountability Plan (LCAP), WASC Plan, and Single Plan for Student Achievement, i.e., school site plan. Information from the survey was used to update the LCAP.

Parent Input in Decision-Making

Parents of CCCS students are given the opportunity to be a part of School Site Council (SSC).

Combined meetings are held once a month at the Woodland campus. Through the SSC , parents and students have an opportunity to give input to the development of the Single Plan for Student Achievement (SPSA), and the Local Control Accountability Plan (LCAP). In addition, there were parent meetings at the end of each grading period during the 2015-16 school year as the school was transitioning from the prior school structure.

During the 2016-17school year, parents were invited to attend school-wide activities such as the Back to School Community BBQ Dinner whereby parents, students, staff and community members of Cesar Chavez Community School were treated to dinner, and had an opportunity to meet staff and visit classrooms. Parents and community members are also invited to attend SSC meetings and other school events. Prior to the start of the 2016-17 school year the Principal, Program Specialist and Assistant Superintendent held parent meetings with all returning and new students to introduce the new principal and set a positive tone for the new year.

During this time, parents had an opportunity to review the progress of their students, get updates on school activities, provide input on the SPSA and LCAP, and hear from staff and visiting speakers related to the needs of students and families.

Data and input collected from parent engagement sessions has been included in the Local Control Accountability Plan (LCAP).

Local Data to Be Submitted for School Climate (Priority 6)

Standard: LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12).

Summary of Findings

Alternative Education utilized the California Healthy Kids Survey (CHKS) Core Module, School Environment Scales and School Connectedness, Parent Involvement, and Academic Motivation Scales for the 2016-2017 LCAP. The CHKS (WestEd) is a reliable and valid instrument. The survey results, follow.

School Environment Scales

Students responded to statements such as: At my school there is a teacher or some other adult who tells me I do a good job, who always wants me to do my best, and believes I will be a success.

Total school supports: moderate (61%) and high (27%)

Caring adults in school: moderate (58%) and high (30%)

High expectations-adult in school: moderate (55%) and high (33%)

Meaningful participation at school: moderate (62%) and high (9%)

School Connectedness, Parent Involvement, and Academic Motivation Scales

Students responded to statements such as: *I feel close to people at this school, I feel like I am a part of this school, and I am happy to be at this school.*

School connectedness: moderate (44%) and high (44%)

Parent involvement in school: moderate (32%) and high (53%)

Academic motivation: moderate (29%) and high (29%)

Coordination of Services for Expelled Students – COE Only (Priority 9)

Standard: County office of education annually measures its progress in coordinating instruction as required by Education Code Section 48926 and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

The county office of education was asked to assess the degree of implementation of the progress in coordinating instruction for expelled students in the county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

1. The status of triennial plan for providing educational services to all expelled students in the county, including:

a. Review of required data.

3 – Initial Implementation

b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.

4 – Full Implementation

c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.

4 – Full Implementation

2. The degree to which the county office of education coordinates on development and implementation of triennial plan with all local educational agencies within the county.

4 – Full Implementation

3. The degree to which the county office of education has established ongoing collaboration and policy development for transparent referral process for local educational agencies within the county to the county office of education or other program options, including dissemination to all local educational agencies within the county a menu of available continuum of services for expelled students.

4 – Full Implementation

4. The degree to which the county office of education has developed memorandum of understanding regarding the coordination of partial credit policies between district of residence and the county office of education.

3 – Initial Implementation

Local Data to be Submitted for Coordination of Services for Foster Youth – COE Only (Priority 10)

Standard: County office of education annually measures its progress in coordinating services for foster youth and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics web-based system (California School Dashboard).

The county office of education was asked to assess the degree of implementation of the progress in coordinating instruction for foster youth in the county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

1. The degree to which the county office of education has established ongoing collaboration and supporting policy development, including establishment of formalized information sharing agreements with child welfare, probation, local educational agencies, the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).

4 – Full Implementation

2. The degree to which the county office of education has built capacity with local educational agency, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).

4 – Full Implementation

3. The degree to which the county office of education has provided information and assistance to local educational agencies regarding the educational needs of foster youth in order to improve educational outcomes.

4 – Full Implementation

4. The degree to which the county office of education has provided direct educational services for foster youth in local educational agency or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.

5 – Full Implementation and Sustainability

5. The degree to which the county office of education has established ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.

4 – Full Implementation

6. The degree to which the county office of education has facilitated the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.

4 – Full Implementation

7. The degree to which the county office of education has developed strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.

4 – Full Implementation

8. The degree to which the county office of education has engaged in the process of reviewing plan deliverables and of collecting and analyzing local educational agency and county office of education level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.

4 – Full Implementation

YOLO COUNTY BOARD OF EDUCATION
Letter of Transmittal to County Board
From the Superintendent

SUBJECT: Yolo County Career Academy Charter School Petition	AGENDA ITEM #: 4.10
PER: <input type="checkbox"/> BOARD REQUEST <input checked="" type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Garth Lewis & Lori Perez
<u>BACKGROUND:</u>	DATE: November 28, 2017

The Yolo County Career Academy Charter School Petition is being submitted for review.

RECOMMENDATION/COMMENTS: For Information.

Yolo County Career Academy Charter School Petition

November 17, 2017

Trustee Matt Taylor, President
Yolo County Board of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776

Dear President Taylor,

The team of educators and agency partners who developed this petition firmly believe that approval of the proposed Yolo County Career Academy (YCCA), a county-wide dependent charter, will provide access to quality educational pathways for students who are not currently enrolled in school and have not yet earned a diploma. Our hope is that this charter school will offer an added compendium of services to students. These services will prepare each graduate to be a successful member of the 21st century workforce and benefit the greater Yolo County Region.

We look forward to working with the Yolo County Board of Education in obtaining approval and successfully implementing this new endeavor to better serve the youth and young adults of Yolo County.

Yolo County Career Academy Charter School Development Team

Dr. Jesse Ortiz, Superintendent of Schools

Dr. Ronda DaRosa, Deputy Superintendent

Tami Ethier, Associate Superintendent, Administrative Services

Garth Lewis, Assistant Superintendent, Instructional Services & Equity

Lori Perez, Director College and Career Readiness

Crissy Huey, Director Internal Business

Matt Juchniewicz, Director Support Operations Services

Gayelynn Gerhart, Principal, Alternative Education

Pascual Marquez, Owner of Marquez Designs

Elaine Lytle, Executive Director, Yolo Workforce Innovations Board

Table of Contents

EXECUTIVE SUMMARY.....4

INTENT AND LEGAL REQUIREMENTS.....10

 Affirmations and Assurances.....11

REQUIRED ELEMENTS13

 Logistical Components.....13

ELEMENT A: Educational Program.....14

 Targeted School Population.....14

 Statement of Community Need.....15

 Philosophy and Approach to Instruction.....18

 Instructional Design.....19

ELEMENT B: Measurable Student Outcomes.....39

ELEMENT C: Method by Which Pupil Progress will be Measured47

ELEMENT D: Governance Structure of School50

ELEMENT E: Qualifications to be met by individuals to be employed53

ELEMENT F: Health and Safety Procedures.....55

ELEMENT G: Means to Achieve a Reflective Racial and Ethnic Balance57

ELEMENT H: Admissions Requirements58

ELEMENT I: Financial Audits.....59

ELEMENT J: Pupil Suspension and Expulsion.....60

ELEMENT K: Staff Retirement System.....62

ELEMENT L: Attendance Alternatives63

ELEMENT M: Description of Employee Rights64

ELEMENT N: Dispute Resolution Process.....65

ELEMENT O: Labor Relations.....67

ELEMENT P: Closure of Charter School68

FINANCIAL DETAILS70

CONCLUSION.....73

Appendices

APPENDIX 1: Curriculum and Materials Information.....74

APPENDIX 2: Yolo County SELPA Handbook, Chapter on Charters, AB602 Funding Allocation.....78

APPENDIX 3: Job Descriptions.....97

Yolo County Career Academy Charter School Petition

APPENDIX 4: Comprehensive Safe Schools Plan.....114
APPENDIX 5: Uniform Complaint Procedure & Board Policies157
APPENDIX 6: School Calendar and Bargaining Unit Agreements.....193
APPENDIX 7: Financial Documents.....328
APPENDIX 8: Petition Signatures & Letters of Support.....329
APPENDIX 9: Notification of School Districts.....331

EXECUTIVE SUMMARY

Identified Need

The charter petition planning team have identified an underserved student population of youth who have not earned a high school diploma and who need to develop their skills to attain and succeed in family - sustaining employment. These potential students need a deliberate and systemic solution to provide them with the knowledge and tools necessary to earn a high school diploma and maximize post-secondary and career opportunities. The Yolo County Career Academy (YCCA) charter school design prepares students to be successful members of the 21st century workforce and benefits Yolo County and the Greater Sacramento Region. Success in the 21st Century economy requires not only content knowledge and discipline specific skills, but also skills such as teamwork, persistence, problem-solving and effective communication. These types of skills that transcend disciplines and apply to all workplaces account for 80% of labor market outcomes. In making hiring decisions, employers value a candidate's applied skills more than their content knowledge (Payne, 2012).

Mission Statement

The Yolo County Career Academy's mission is to provide a high-quality educational program that empowers students to earn a high school diploma while acquiring college and career readiness skills that lead to engaged citizens, highly skilled workers and leaders in our community. The Yolo County Career Academy (YCCA) charter school will partner with the Workforce Investment Board, school districts, business, industry and other allies to achieve this mission by engaging students through work-based, relationship-focused, innovative and rigorous learning experiences resulting in graduates who will be "Ready for College and a Career". The YCCA will serve students ages 16 through 24 years of age that have not yet obtained a high school diploma. Students will be served through programs provided in locations within Yolo County.

Outcomes

The Yolo County Career Academy will seek to support students in achieving the following outcomes:

- Completion of industry training and workforce skills identified by local business
- Attainment of a high school diploma or high school equivalency
- Dual enrollment and concurrent enrollment opportunities with community colleges
- Successful transition to postsecondary training to further pursue academic and career goals
- Successful transition to skilled workforce earning a family – sustaining wage

Opening Dates and Locations

The YCCA intends to open in the fall of 2018 at the two Woodland locations and will expand over the following two years to include more facilities within Yolo County. The two locations opening in fall 2018 are: an existing school site that already has facilities for academic and career technical education programs offered to YCOE Alternative Education students; and Suite 190 of the Yolo County Office of Education administrative building, where a centralized intake and registration process will be maintained. Suite 190 also houses the Corazon Career Technical Education Center where instructional and work-based learning services will be delivered in partnership with Marquez Design, the Yolo County Health and Human Services Agency, Yolo County Workforce Innovation Board, and Yolo County Probation.

Yolo County Career Academy Charter School Petition

Staffing

For Certificated Staff during the first year, YCCA will consist of 1 full time academic instructor, one part-time academic instructor, and four part-time CTE instructors. YCCA will employ a part-time administrator and part-time administrative secretary. The transition specialist will be an in-kind service for year 1 and a contracted service for years 2 and 3.

Certified Salaries	2018-19	2019-20	2020-21
Instructors (Academic)	1.5	2.0	2.0
Instructors (CTE)	1.0	2.0	2.0
Administrator	.2	.75	.75

Classified Salaries	2018-19	2019-20	2020-21
Number of FTE – Instructional Aides’ Salaries	1.0	1.0	1.0
Number of FTE – Administrative Secretary	.2	1.0	1.0
Number of PTE – Transition Specialist	.0	.5	.5

Student Enrollment

In year 1, we anticipate an enrollment of 50 students, with a conservative project of 66% attendance resulting in an Average Daily Attendance (ADA) of 33

Enrollment Assumptions	2018-19		2019-20			2020-21		
	<i>Site 1</i>	<i>Site 2</i>	<i>Site 1</i>	<i>Site 2</i>	<i>Site 3</i>	<i>Site 1</i>	<i>Site 2</i>	<i>Site 3</i>
Enrollment	35	15	40	54	6	40	60	10
ADA %	66	66	66	66	66	66	66	66
Total ADA	18.85	18.85	19.74	19.74	5.38	22.44	21.54	5.38

Funding

The California Education Code (47612.1) allows charter schools to receive funding for students who are over the age of 19 if instruction is developed in partnership with a federal workforce program such as the Workforce Innovation Board. The student enrollment projections will result in revenues of \$716,623 and expenditures of \$598,724. This will result in a budget surplus of \$117,899 in year 1. In the second year, YCOE anticipates \$1,373,508 in funding, \$1,189,828 in expenditures, leaving a surplus of \$183,680. In its third year, YCCA is projecting to receive \$1,403,336 in funding and expend \$1,314,329, leaving a surplus of \$89,007.

Fund Balance	2018-19	2019-20	2020-21
Net increase (decrease) in fund balance	\$117,899	\$183,680	\$89,007

These funding projections are based almost solely on funding from ADA (at a conservative calculation of 66% of enrollment). The charter will also pursue funding from other sources, such as the Adult Education Block Grant, Career Technical Education Incentive Grant, and the Workforce Innovation and Opportunity Act.

Yolo County Career Academy Charter School Petition

Academic Focus

The YCCA will offer students a blended instructional model with direct instruction in core academic subjects and Career Technical Education (CTE) and online learning resources. Students will work on collaborative projects, learn from experts in local industry, travel to local businesses to experience first-hand what they will be learning in the classroom and finally, begin to prepare for all post-secondary opportunities. Both CTE and core academic subjects teachers will work collaboratively to plan lessons, create projects, organize activities with the business community, create assessments and develop work-based learning opportunities for students. This contextualized-learning approach will enable students to learn by doing and will provide the opportunity to develop relationships with potential employers in the community. The program will utilize online and printed curriculum and resources that are used in the YCOE Alternative Education program. Adult students will also have the opportunity to earn their high school equivalency in the form of the GED or HiSET. Curriculum and resources will be utilized from the YCOE Adult Education program. Further information on the curriculum and resources can be found in Appendix 1.

Career Technical Education Focus

YCCA will build and deliver career pathways that are aligned with regional and local workforce needs and emerging industry sectors, and that keep up with and evolve as these workforce needs change. These career pathways will be built as the school develops in partnership with community and business partners. Students will receive employer vetted industry certifications and certificates of completion that are valued in the workplace in addition to high school credit. Capstone CTE courses are articulated with local community colleges and students are able to earn community college credits for successful completion with a B or better in the course. The community college credits are provided on a community college transcript just as if the student took the course at the community college. Local and regional data was used in determining the need for the development of the YCCA charter and the career pathways identified below. In addition, tables 1 and 2 were included to demonstrate the projected employment through 2024 for the region.

A strong demand for workers continues in the **Manufacturing and Product Design** industry sector, whose demand increases as populations, businesses, and local economies expand. YCCA will offer the Manufacturing and Product Design Career Technical Education pathway for enrolled students. Between July and August 2017 the Sacramento-Roseville-Arden-Arcade Metropolitan area which includes Yolo County added 900 jobs in areas of manufacturing. In addition, 1,100 jobs were added in the transportation and automotive manufacturing area. In addition to the Manufacturing and Product Design industry sector, YCCA will be working to provide complimentary **transportation** pathways to support industry needs and student career goals.

From August 2016 to August 2017 the Sacramento-Roseville-Arden-Arcade Metropolitan area which includes Yolo County added 6,700 jobs in the Health Care and Social Assistance employment sectors. The Health Care and Social Assistance employment projections leads the areas of need. YCCA will work with community partners to develop and build a **Health Care and Social Assistance** pathway to enrolled students.

The **Hospitality, Tourism, and Recreation** industry sector includes California's fastest-growing industries: travel, recreation, and food and hospitality. YCCA will offer the Hospitality, Tourism, and Recreation industry (HSR) Career Technical Education pathway to enrolled students. Specific to the Sacramento-Roseville-Arden-Arcade Metropolitan Statistical Area (including Yolo, El Dorado, Placer, and Sacramento

Yolo County Career Academy Charter School Petition

counties), the region added 5,200 jobs between August 2016 and August 2017 specific to leisure and hospitality.¹

The **Building and Construction Trades** Industry Sector is also an emerging and growing industry throughout Yolo County and the capital region. YCCA will offer Building and Construction Trades career pathway courses to enrolled students. Specific to the Sacramento-Roseville-Arden-Arcade Metropolitan Statistical Area (which includes Yolo, El Dorado, Placer, and Sacramento counties), the region had an increase of 1,100 jobs between July and August 2017 within the industries of trade, transportation, and utilities.

Yolo County is a hub of the **Agricultural and Natural Resources** Industry Sector. Related activities will be embedded within the four other industry sectors identified above and provide opportunities for students to explore ag and natural resource careers. YCCA will also offer Agriculture and Natural Resources career pathway courses to enrolled students. Agriculture is the largest industry sector in Yolo County with regional data showing that between July and August 2017 the region had an increase of 1,200 jobs.

Table 1. 2014-2024 Fastest Growing Occupations in the Sacramento--Roseville--Arden-Arcade Metropolitan Statistical Area (El Dorado, Placer, Sacramento, and Yolo Counties)

Occupational Title	Estimated Employment 2014**	Projected Employment 2024	Percent Change 2014-2024	2016 First Quarter Wages [1]	
				Median Hourly	Median Annual
Building and Construction Trades					
Painters, Construction and Maintenance	2,950	4,470	51.5%	\$18.50	\$38,470
Drywall and Ceiling Tile Installers	1,760	2,620	48.9%	\$23.35	\$48,563
Cement Masons and Concrete Finishers	1,280	1,810	41.4%	\$22.18	\$46,124
Carpenters	8,640	11,910	37.8%	\$21.76	\$45,270
First-Line Supervisors of Construction Trades and Extraction Workers	2,930	3,910	33.4%	\$36.17	\$75,244
Manufacturing and Product Design					
Industrial Machinery Mechanics	1,010	1,330	31.7%	\$30.23	\$62,875
Cost Estimators	1,760	2,350	33.5%	\$30.45	\$63,335
Plumbers, Pipefitters, and Steamfitters	2,380	3,450	45.0%	\$24.84	\$51,663
Sheet Metal Workers	1,110	1,580	42.3%	\$33.00	\$68,637
Computer Systems Analysts	8,650	11,230	29.8%	\$39.66	\$82,488
Health Occupations					
Occupational Therapists	470	610	29.8%	\$47.52	\$98,842
Emergency Medical Technicians and Paramedics	930	1,220	31.2%	\$19.40	\$40,346
Medical Assistants	5,090	6,670	31.0%	\$16.37	\$34,039

¹ State of California. (August 2017). Employment Development Department, Labor Market Information Division August 2017 Report. Retrieved from www.labormarketinfo.edd.ca.gov<<http://www.labormarketinfo.edd.ca.gov>

Yolo County Career Academy Charter School Petition

Hospitality and Food Services					
Dietitians and Nutritionists	640	830	29.7%	\$36.22	\$75,336
Food Service Managers	2,210	2,850	29.0%	\$22.15	\$46,051
Chefs and Head Cooks	1,350	1,800	33.3%	\$21.09	\$43,859
First-Line Supervisors of Food Preparation and Serving Workers	5,190	6,930	33.5%	\$13.71	\$28,502

Table 2. 2014-2024 Projected Occupations in the Sacramento--Roseville--Arden-Arcade Metropolitan Statistical Area (El Dorado, Placer, Sacramento, and Yolo Counties)

Occupational Title	Total Job Openings 2014-2024 [1]	2016 First Quarter Wages [2]	
		Median Hourly	Median Annual
Building Trades, Manufacturing and Transportation			
Laborers and Freight, Stock, and Material Movers, Hand	7,670	\$12.68	\$26,385
General and Operations Managers	6,540	\$46.29	\$96,277
Stock Clerks and Order Fillers	6,050	\$11.81	\$24,550
Construction Laborers	3,490	\$20.67	\$43,004
Maintenance and Repair Workers, General	2,740	\$18.97	\$39,453
Heavy and Tractor-Trailer Truck Drivers	2,570	\$20.31	\$42,257
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	2,010	\$28.67	\$59,621
Light Truck or Delivery Services Drivers	1,890	\$16.22	\$33,730

Schedule

The school schedule will allow for a combination of hands-on learning in CTE coursework, direct instruction in academic coursework, work-based learning, and online learning for credit accrual. Each student will have a Personalized Learning Plan (PLP) that will chart their path to high school graduation, skill development, and other academic and personal goals. Students will attend classes 5 days per week for an average of 6 hours per day. Student schedules will be individualized according to the students' learning objectives and goals. Students ages 16-18 will attend academic courses during the morning and CTE training in the afternoon. Adult students (18 – 24 years old) will attend CTE training in the morning and Core Academic courses in the afternoon. An example of the course schedule is provided below. The times will be flexible to meet student needs.

Monday			Tuesday			Wednesday			Thursday			Friday		
Math	50	min.	Math	50	min.	Math	50	min.	Math	50	min.	Math	50	min.
English	50	min.	English	50	min.	English	50	min.	English	50	min.	English	50	min.
Science	50	min.	Science	50	min.	Science	50	min.	Science	50	min.	Science	50	min.
H/SS	50	min.	H/SS	50	min.	H/SS	50	min.	H/SS	50	min.	H/SS	50	min.
Lunch	20	min.	Lunch	20	min.	Lunch	20	min.	Lunch	20	min.	Lunch	20	min.
CTE	90	min.	CTE	90	min.	CTE	90	min.	CTE	90	min.	CTE	90	min.
(Skill Development)			(Skill Development)			(Skill Development)			(Skill Development)			(Skill Development)		

Partnerships

YCCA will work collaboratively with the Yolo County Health and Human Services Agency and Workforce Innovations Board to build partnerships that support YCCA students. YCCA will partner with local workforce and business partners to build industry relevant curriculum that lead to sustainable living wage employment. Yolo County Probation and Yolo County Monroe Detention Center are collaborative partners in the charter and will work with YCCA to provide supportive services to students. YCCA will collaborate with community agencies to provide supportive services for students and families. YCCA will actively participate in Chambers of Commerce meetings and local service groups including the rotary to provide awareness of YCCA and collaboration opportunities.

Please see Appendix 8 for signatories for establishment of the petition and letters of support from key partners.

INTENT AND LEGAL REQUIREMENTS

In 1992, the California Legislature enacted the Charter Schools Act of 1992. Section 47601 of the California Education Code states that: It is the intent of the Legislature, in enacting this part, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- a) Improve pupil learning.
- b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- c) Encourage the use of different and innovative teaching methods.
- d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

As used in Education Code section 47612, “attendance” means the attendance of charter school pupils while engaged in educational activities required of them by their charter schools, on days when school will be actually taught in their charter schools. “Regular average daily attendance” will be computed by dividing a charter school's total number of pupil-days of attendance by the number of calendar days on which school was actually taught in the charter school. (5 C.C.R., §11960 (a).) As a general rule, students over the age of 22 may not generate attendance for apportionment purposes in a charter school. (5 C.C.R., Sec. 11960 (c)(1).) However, a student who is over the age of 22 may generate attendance in a charter school if enrolled in a charter school program compliant with Ed. Code section 47612.1 that provides instruction exclusively in partnership with any of the following:

- 1) The federal Workforce Innovation and Opportunity Act (29 U.S.C. Sec. 3101 et seq.).
- 2) Federally affiliated Youth Build programs.
- 3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- 4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps. (5 C.C.R., § 11960 (c)(2); Ed. Code, § 47612.1.) A charter school may either choose to partner with one of the above-listed programs as an entire school or (if also serving younger ages) it may opt to have a separate instructional program within the school that is specifically dedicated to students participating under the provisions of Ed. Code Section 47612.1. (5 C.C.R., § 11960 (c)(2)(B).)

YCCA will partner with the Workforce Innovation Board (authorized by the Workforce Innovation and Opportunity Act) for all programs offered to students.

Yolo County Career Academy Charter School Petition

Affirmations and Assurances

As the authorized lead petitioner, I, Garth Lewis, Assistant Superintendent Instructional Services and Equity, hereby certify that the information submitted in this petition for a California public charter school to be named Yolo County Career Academy (YCCA) to be located at 1280 Santa Anita Court, Suite 190, Woodland, of Yolo County, and to be authorized by the Yolo County Board of Education is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, YCCA will follow any and all federal, state, and local laws and regulations that apply, including but not limited to:

- YCCA shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- YCCA shall follow all provisions of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- YCCA shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- YCCA shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- YCCA shall admit all students who are eligible to attend, and who submit a timely application; unless YCCA receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to YCCA shall not be determined according to the place of residence of the student or his or her parents within the county. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of YCCA in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- YCCA shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of “hate crimes” set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- YCCA shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities in Education Improvement Act of 2004.
- YCCA shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- YCCA shall ensure that teachers in the Charter hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- YCCA shall at all times maintain all necessary and appropriate insurance coverage.
- If a pupil who is of high school age is expelled or leaves YCCA without graduating or completing the school year for any reason, YCCA shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district

with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]

- YCCA shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- YCCA shall, on a regular basis, consult with its parents and teachers regarding its education programs. [Ref. California Education Code Section 47605(c)]
- YCCA shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Sections 47605 and 47605.1]
- YCCA shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- YCCA shall comply with the Family Educational Rights and Privacy Act.
- YCCA shall comply with the Public Records Act.
- YCCA shall comply with the Ralph M. Brown Act.
- YCCA shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]
- To the extent that YCCA provides independent study programs, it shall comply with Education Code section 51745 et seq. and all implementing regulations.

REQUIRED ELEMENTS

Logistical Components

Yolo County Board of Education as Authorizer

To the extent that this charter petition refers to the “County Board” as authorizing body of the Charter School, or otherwise references the authorizer of the Charter School, such language shall be interpreted to reference the Yolo County Board of Education where appropriate.

Term of Charter

The Petitioners request a new charter school pursuant to Education Code Section 47605 for a term of five years from July 1, 2018 through June 30, 2023.

Date of Opening and Students to Be Served

On approval of the charter petition, the Petitioners plan to open the Yolo County Career Academy (YCCA) for instruction by no later than August 31, 2018, with authorization to offer instruction for youth aged 16 to 24.

Notification upon Approval

Upon approval of the charter petition, the Petitioners will provide a written notice of the approval to the State Superintendent of Public Instruction and the State Board of Education.

Facilities

Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(g).

YCCA will be located at two sites within the boundaries of Yolo County for the 2018-2019 school year, and will expand sites in subsequent years. YCCA shall operate its primary administrative offices at 1280 Santa Anita Court, Suite 190. The suite 190 location is approximately 16,000 square feet and will also house the Career Technical Education Training Center with industry aligned equipment. YCCA will operate at the locations listed below under a single County-District-School (CDS) code as part of a single school with multiple locations. During the term of the initial charter, it is anticipated that YCCA will phase in the opening of locations to ensure a smooth delivery of services to students and to meet the needs of our students throughout Yolo County. YCCA will notify districts prior to opening additional sites and will notify adjacent COEs and districts if a resource center will be opened in adjacent counties. All facilities will meet the requirements of the Americans with Disabilities Act and will not present physical barriers that would limit an eligible student's full participation in educational and extracurricular programs. Facilities will be large enough to provide space for inviting and engaging learning labs with space for small group activities, group projects, and work space for individual student/teacher meetings. Facilities will also include access to meeting space for teaching staff to collaborate and conduct instructional business or to hold individual tutoring or meeting sessions with students. The following list details the anticipated opening dates and different locations of the charter school:

Opening After	Location
August 1, 2018	255 West Beamer Street, Woodland, CA 95695
August 1, 2018	1280 Santa Anita Court, Suite 190, Woodland, CA 95776
August 1, 2019	Yolo County Monroe Detention Center, 140 Tony Diaz Dr, Woodland, CA 95776

ELEMENT A: Educational Program

Governing Law: *A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).*

Governing Law: *A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).*

Governing Law: *A description, the manner in which the charter school will inform parents of high school students about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(ii).*

Targeted School Population

YCCA will provide educational services for Yolo County students, ages 16 and up to 24 who have not yet obtained their high school diploma due to lack of success in other educational settings for a variety of reasons, including, but not limited to: social, emotional, economic, and legal issues. The YCCA will be one charter initially operating at two sites in Yolo County strategically situated to afford student populations in need of our services convenient access to our programs. A key component of the facility locations is accessibility to public transportation and access to partner resources.

The vast majority of our students come from situations of poverty. The YCCA program will bring job training and additional resources provided through a partnership with federal and state-sponsored job training organizations, and Workforce Innovation and Opportunity Act (WIOA) programs. WIOA partners will provide YCCA with referrals to a 100% disadvantaged student population. Students drop out of school for many different reasons, but research demonstrates that the following reasons are consistently at the top of the list: a difficult transition to high school, deficient basic skills, and a lack of engagement. The YCCA educational ecosystem is designed as a learning environments that will compel students to master the skills, knowledge, and attitudes that will support their educational efforts and provide opportunities for them to pursue successful and productive lives.

The YCCA will offer a unique educational experience specifically designed for young adults who have not been successful in school and have re-committed to improving their lives and continuing their education, and who meet the requirements for enrollment set forth in Education Code sections 47612(b) and 47612.1. YCCA specifically targets students who have previously dropped out of school without receiving a high school diploma.

Yolo County Career Academy Charter School Petition

Student Enrollment and Attendance

Enrollment in YCCA shall be consistent with California Charter School Act and federal Law. Additional sites are possible for upcoming school years, as the need develops. YCCA will accept any Yolo County student seeking educational re-engagement and eligible to pursue a high school diploma, as well as those from contiguous counties as required by law. Enrollment projections for the next five years will reach 114 students.

YCCA will be an effective and engaging high school diploma and career technical education program, especially benefiting dropout recovery students. YCCA's will actively identify and recruit dropout recover students. Specific recruitment efforts will include, but are not limited to, the following subgroups:

- Foster Youth
- Special Education Youth
- Justice Engaged Youth
- Pregnant and Parenting Youth
- Homeless Youth
- Unemployed Youth
- All other youth ages 16 and older who are considered economically disadvantaged and who qualify for federal Workforce Innovation and Opportunity Act (WIOA) job training with workforce partners

All YCCA students are required to sign an attendance agreement upon enrollment.

Who should apply to YCCA?

A potential YCCA student will be someone who:

- Wants to return to school and complete their high school diploma;
- Wants to identify and explore possible college and career paths;
- Is willing to create short-and long-term goals towards completing education, as well as transition plans that may include attending community college and taking part in job training and internships.

All students interested in attending YCCA must apply at the central office located at 1280 Santa Anita Court, Suite 190, Woodland, CA 95766. Students will meet with YCCA to determine enrollment and will attend a mandatory orientation. YCCA is open to all students wishing to attend and will serve students on a first come first serve basis. Should YCCA meet enrollment capacity students will be placed on a waitlist and be contacted when space becomes available.

Statement of Community Need

The YCCA will provide access to quality educational and career pathways for Yolo County students who are not currently enrolled in school, have not yet experienced success in high school, and have not yet earned a diploma. The YCCA will re-engage disconnected and disadvantaged students through an innovative curriculum that integrates career technology education, work based-learning and industry-aligned skills with coursework leading to a high school diploma.

In the process of developing this charter petition, Petitioners met with community stakeholders including parents, students, Workforce Innovation Board staff, law enforcement professionals, employers from multiple industry sectors, and community-based organizations within Yolo County. YCCA will serve a pupil

Yolo County Career Academy Charter School Petition

population that will especially benefit from the proven, innovative strategies that help them realize their full potential through a renewed opportunity to earn a diploma and develop skills necessary for career and life success. This model is warranted as a county-wide petition because the needs of students who would attend YCCA cannot be served as well by a charter school that operates in only one school district in the county. This county-wide charter will work in partnership with the local Yolo County WIOA programs and Yolo County school districts' adult education providers. YCCA will be a partner in the regional CalWORKS consortium with the Yolo County Health and Human Services Agency, Davis Adult School, Woodland Adult School, and Washington Adult School. These collaborative meetings will assist in identifying and referring students to programs that meet their individual, unmet needs.

Nationally, there are 1.8 million young adults (ages 16–21) who have not yet completed their high school education and are not enrolled in school. One in five high school students does not graduate with their peers. These statistics are some of many that show a national dropout crisis, and addressing this crisis is an area of focus for America's public school system that is gaining momentum. Federal-level initiatives are pushing states and counties to implement a myriad of strategies to prevent students from falling through the cracks and dropping out. Most of these strategies focus on keeping students in school and on track to boost graduation rates. In Yolo County, the California Department of Education (CDE) estimates that over 150 students drop out of high school every year.

The number of “disconnected” young adults nationwide (16-19 year olds who are not in school and not working) was estimated at 1.2 million teens in 2015.² During this same year, individuals without a high school diploma had a median income of \$21,300, which was 17% lower than the income of high school graduates (\$29,000) and a striking 27% less than individuals who had completed a bachelor's degree (\$50,900).³ We anticipate the YCCA charter school's target population to be students who are from low-income families, ethnically diverse, and first in their family to graduate. Table 3 below shows dropout data by year specific to Yolo County between 2012 and 2016, the most recent year for which data is available.⁴

Table 3: Yolo County Dropout Rates (2012 - 2016)

Class of	Cohort Students	Cohort Graduates	Cohort Graduation Rate	Cohort Dropouts	Cohort Dropout Rate
2015-16	2,248	2,009	89.4%	171	7.6%
2014-15	2,271	2,016	88.8%	176	7.7%
2013-14	2,250	1,976	87.8%	197	8.8%
2012-13	2,433	2,128	87.5%	213	8.8%

Source: California Department of Education DataQuest, Cohort Outcome Multi-Year Summary

Additionally, the Yolo County Probation Department provided information stating that eighty-eight youth (34% of their current probation caseload of 18-21 year olds) currently on active probationary status in Yolo County have dropped out of school. The YCCA is designed to re-engage youth who have dropped out

² The Annie E. Casey Foundation. (2017). 2017 Kids Count Data Book: State Trends in Child Well-Being. Retrieved from <http://www.aecf.org/m/resourcedoc/aecf-2017kidscountdatabook.pdf#page=31>

³ U.S. Census Bureau. (2015). The American Community Survey 1-year estimates. Retrieved from https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_15_1YR_S2001&prodType=table

⁴ CA Department of Education, DataQuest Cohort Outcome Multi-Year Summary. Retrieved from <http://dq.cde.ca.gov/dataquest/cohortmulti/CohortMultiYear.aspx?aggllevel=O&cdscode=57000000000000>

Yolo County Career Academy Charter School Petition

of school through a high-quality educational program that provides opportunities to acquire college and career readiness skills while earning a high school diploma. This collaborative effort to provide outreach and services is in partnership with Yolo County Probation, The Yolo County District Attorney's Office, The Yolo County Public Defender's Office, The Yolo County Courts, and the Yolo County Health and Human Services Agency. YCCA staff will do outreach in collaboration with these partners throughout Yolo County to identify and enroll students. This outreach strategy will include YCCA staff and administration attending partner meetings to discuss both identification of potential students and opportunities for partners' current case management clients to enroll at YCCA.

The economic strength and sustainability of Yolo County depends on the competence of its workforce, which is highly connected to the education of the adult population. The U.S. Census Bureau estimated that 14.5% of Yolo County residents age 25 and older had not obtained a high school diploma (or equivalent) in the years 2011 through 2015.⁵ In Yolo County and statewide, Latino students are more likely to drop out of high school than white students. There is an inverse relationship between the level of education and many risk behaviors. Similarly, there is a positive association between increasing level of education and an increase in health protective factors such as income level, economic security, and the accumulation of wealth. Additionally, educational success has been correlated with supportive and enriched childhood development.

The impact on the County of an undereducated population is significant. It creates a challenge in attracting major employers that require a well-educated job force or specific job skills. Lack of education and employment contributes to societal problems, including domestic violence, substance abuse and crime. These issues represent an intergenerational cycle. In many instances, children follow their parents into the same life-long circumstances. Children of parents who have not achieved a high school level education are less likely to be successful in school and to graduate from high school than other students. Research has shown that adults without a high school diploma or an equivalent earn up to 41% less than those who complete high school or earn a GED. The gap widens when comparing the incomes of drop-outs to that of adults with college degrees. Educational attainment combined with the discipline-specific job skills and 21st Century workplace skills taught at YCCA can help lead our county's youth to a brighter future earning a family-sustaining wage and breaking the cycle of poverty.

Educational Program of the Yolo County Career Academy

The YCCA will serve a student population of predominantly former school dropouts. The need for all students to meet high school graduation standards has not lessened over the years, but rather continues to rise. A high school diploma or the high school equivalency have the power to change lives, especially in the hands of a family's first graduate. It creates a wave of personal, social, and economic benefits – from boosting earnings and purchasing power to increasing responsibility for the broader community. It helps stabilize the family and create aspirations among family members who follow.

A student engagement crisis exists in our county, state, and country and its impact is expanding for multiple reasons. Students who give up or are pushed out, have a diminished chance for a successful career and upward mobility. Not only does their decision to drop out hurt them, but it also puts a financial and social burden on their communities. Consider the following information:

- The percentage of fastest growing high-wage jobs that require post-secondary education is 81%.

⁵ U.S. Census Bureau. (2015). The American Community Survey 1-year estimates. Retrieved from <https://www.census.gov/quickfacts/fact/table/yolocountycalifornia,US/PST045216>

Yolo County Career Academy Charter School Petition

- The rate of unemployment for students who quit/drop out of school is three times higher than those with a diploma or high school equivalency.

Philosophy and Approach to Instruction

YCCA Mission Statement

The Yolo County Career Academy’s mission is to “Provide a high-quality educational program that empowers students to earn a high school diploma with opportunities to acquire college and career readiness skills that lead to engaged citizens, highly skilled workers and leaders in our community.” The Yolo County Career Academy (YCCA) charter school will partner with the Workforce Investment Board, school districts, business, industry and other allies to achieve this mission by engaging students through work-based, relationship-focused, innovative and rigorous learning experiences resulting in graduates who will be “Ready for College and a Career”. The YCCA will serve students ages 16 through 24 years of age; who have not yet obtained a high school diploma through programs provided at locations within Yolo County.

Program Overview

The following initial locations are planned for implementation in 2018-19:

Location:	Cesar Chavez Community School (Woodland) Facility and Santa Anita Administration Building, Suite 190
Staff	(4) Part Time CTE Instructors, (1) Academic Instructor, (1) part time Academic Instructor, (1) Part Time Administrative Assistant, (1) Part Time Administrator, (1) Part Time Transition Specialist.
Targeted School Population	The Yolo County Career Academy will target 50 students between the ages of 16 and 24.
Student Enrollment & Attendance	25 students will be enrolled in each high school cohort in 2018-2019 for a total of 50. We anticipate actual attendance of 66% of enrollment.
Program Days & Hours of Operation	<i>Monday – Friday</i> 8:00 am – 12:00 pm Academic program for high school aged youth Career Training for older youth 12:30 pm - 2:30 pm Career Training for high school youth in cohort 1 12:30 pm - 4:30 pm Career Training for high school youth in cohort 2 Academic program for older youth
School Calendar	The calendar will be based on 182 days each school year (180 days of instruction and 2 days of professional development). Extended School Year opportunities will be available. <i>See Appendix 6 for school calendar</i>
Delivery of Instruction	A competency based blended model with direct instruction in core academic subjects (California State Standards/Common Core), Career Technical Education (CTE) and A-G approved online learning resources. All students will have personal learning plans that will drive their academic and career goals. Students will work on collaborative projects, learn from experts in the local industry, travel to local businesses to experience first-hand what they are

Yolo County Career Academy Charter School Petition

	learning in the classroom and finally, begin to prepare for all post-secondary opportunities. Both CTE and Core Academic teaching partners will work collaboratively to lesson plan, create projects, organize activities with the business community, create assessments and develop work-based learning opportunities for their students. This contextual learning approach includes community-based classroom practices and will enable students to learn by doing, providing the opportunity to develop relationships with potential employers in the community. Career pathway focused advisories will be coordinated by the career ready specialist and YCCA teachers and delivered to students on a weekly basis. All YCCA students completing their educational program will have earned a Career Ready Certificate after successful completion and presentation of their project based portfolio to business and community partners.
CTE Industry Sectors	Agriculture and Natural Resources; Building, Trades and Construction; Health Science and Medical Technology; Hospitality and Tourism; Manufacturing and Product Development; and Transportation. <i>*Career pathways will be developed in a staggered method</i>
Materials & Curriculum	The program will deliver the same academic instructional material utilized by the YCOE Alternative Education Department that is fully aligned with the California State Standards/Common Core. Adults will receive instructional materials utilized by the YCOE Adult Education program focused on high school equivalency.

Graduation Requirements and Courses Offered

Students will have access and support to complete the following courses to meet the YCCA graduation requirements:

Area/Courses Offered	Credits Required
English Language Arts	40
Social Studies	30
Mathematics	20
Science	20
Physical Education	20
Fine Arts/CTE/Foreign Language	10
Career Technical Education	10
TOTAL	150

Instructional Design

Description of How Learning Best Occurs: The Benefits of CTE and Academic Integration.

Meeting the increasing needs of the industry and supporting high academic standards requires procedural and academic rigor in the career and technical curriculum. YCCA will provide instruction in a contextualized and project-based learning environment where students will learn by doing. The career pathways identified include rigorous areas of technical reading, math, and science. Students will receive instruction through a CTE lens allowing students to understand how the content they are learning will transfer into future careers and the “real world.”

Yolo County Career Academy Charter School Petition

In order for YCCA to provide the opportune learning environment, staff will utilize the following guiding principles:

1. Develop and sustain a community of practice among the teachers.
2. Begin with the CTE curriculum and not the academic curriculum.
3. Understand that academics are essential workplace knowledge and skills.
4. Maximize the academics in the CTE curriculum.

Partnership with Yolo Workforce Innovation Board (WIB)

A partnership with the Yolo WIB and the Yolo County Health and Human Services Agency (HHSA) is an integral part of the Yolo County Career Academy. The WIB Executive Director is a member of the charter school development team and as well as the Executive Board. YCOE CTE Administrators are also members of the WIB and WIB Industry Sector Workgroup. The WIB will be actively involved keeping YCCA staff up-to-date on current labor market information to help ensure the educational programming remains relevant and leads to employment. The WIB is also committed to providing support to partner programs providing direct services to YCCA students. These include YCOE's Alternative Education Program and Foster and Homeless Youth Services Program, both of which active partners of the YCCA.

The partnership with WIB and HHSA is integral to helping YCCA students access related employment and paid training opportunities, including Workforce Innovation and Opportunity Act (WIOA) programs. These paid opportunities will be significant in motivating YCCA students over 18 to re-engage with education. The Youth Employment and Training program can help YCCA students of any age, but especially those over 18, secure employment through intensive case management, training services, educational programs, and supportive services. Case managers will work in partnership with the YCCA Transition Specialist to provide successful transitions to postsecondary training and careers, especially those under the WIB umbrella.

We anticipate that most to all YCCA students will qualify and participate in WIOA programs. They will have access to the following services:

- Career coaching
- Job Developer consultations
- Career assessments
- Career Technical Training
- Job search guidance and training
- Remediation software
- Supportive services
- Incentives
- Job leads
- Job fairs
- Computer labs

Personalized Learning

Students will complete the YCCA program at an individually determined pace. All courses are competency based allowing for students to show mastery of core subjects. Students will track progress on their "Personalized Learning Plan" (PLP) with individual course record and goals documentation. Resources are available to allow for either an accelerated or remedial pace based on student needs. Differentiation will be provided in several ways using various resources to best meet individual needs.

Advanced courses will be offered in all core content areas, as will be foundational or remedial courses. However, the strength of the individualized program lies in the teachers' flexibility to differentiate assignments for students according to their skill levels and needs. For example, one student may complete a basic inquiry for U.S. History while another completes an advanced, multi-level inquiry project with analysis of primary documents, documentaries, and historical speeches.

Academic assignments will be aligned to the various California state standards, including Common Core and Next Generation Science Standards. Students and teachers will be able to track the mastery of any particular standard in any content area assignment. Competency will be demonstrated through benchmark and summative assessments for each course. Additionally, as students work through the standards-based curriculum, they will accumulate material for a senior project. Senior projects will showcase student mastery of both academic standards and employment-ready skills. As students prepare their senior projects, they will also be working towards mastery of the Common Core's "College and Career Anchor Standards." These standards are well aligned with the senior projects, which will also allow the students to practice using creative technology and gain listening and public speaking skills. Students will leave YCCA with a solid academic knowledge base in literacy and presentation skills, as well as marketable career and technical skills, increased academic confidence, and a WASC accredited high school diploma. The value and reward of this program will be its ability to dramatically improve the career opportunities and quality of life prospects for the target student population.

Description of How Learning Best Occurs

YCCA will provide a two-pronged approach to student re-engagement. One aspect of this reengagement will be our credentialed teaching staff, transition specialist, paraprofessionals, and other support staff guiding and supporting students until they complete all graduation requirements. Simultaneously, staff will work with each student to identify possible career pathways, connect them with work-based learning opportunities both on campus and within the community, and help them overcome barriers to achieve their post-secondary education or career goals. The support staff will initiate a multistep case management process which is known as the Personalized Learning Plan (PLP).

The PLP process will engage the students in identifying their existing high school credit profile, which will be analyzed by the transition specialist and teacher, and will result in proposed academic goals setting a detailed path to graduation. Once the student meets their initial goal of securing a high school diploma, the staff will support them in enrolling in postsecondary education or in the establishment of a workforce connection. YCCA's blended model will be designed to address three significant needs common among its unique student population:

- Personalized learning – timely assessment (formative and summative) that informs a student's learning agreement;
- Engaging curriculum – content and instruction that is engaging, current, rigorous, and relevant; and
- Accessibility – learning that will be available to any student, anytime, anywhere, including students with special needs or constraining circumstances through Chromebooks and other technology resources.

The educational experience for each student will be different and YCCA will work with each student to develop education and workforce short and long-term goals. By offering a blended learning model, YCCA will be able to help students personalize their learning by offering choices and flexibility, such as the

Yolo County Career Academy Charter School Petition

number of courses taken concurrently, the order of courses taken, access to specific remediation topics, individual tutoring, small group work, etc. The need for blended learning developed from a desire to enhance good teaching by engaging every student enrolled in YCCA in meaningful, rigorous, and personalized learning opportunities. In addition, YCCA design team acknowledges the need to prepare students for successful employment with 21st century workforce skills.

YCCA will provide students with opportunities to access curriculum, receive immediate feedback on performance, gain access to interventions, and research and locate resources with technology. Early technology will include Chromebooks, internet connectivity, interactive software programs, assessment software, and assistive technology for students with special needs.

A course will be complete when a student achieves a minimum of 80 percent mastery, based on embedded benchmark assessments and summative evaluations as they move through the curriculum. Students get real-time feedback on skill mastery through the short-term cycle assessments built into the learning management system. In addition, fully online courses are available for test preparation.

YCCA classrooms will be equipped with state-of-the-art hardware to meet students' instructional needs. YCCA classes will accommodate individual learning needs through an environment that supports individual learning styles and pacing. YCCA teachers have subject-specific expertise through education and credentialing, however they are expected to be educational generalists as well since they must integrate essential elements of core academics. The student-as-worker/teacher-as-coach will be a central concept of the program. Students will move in and out of small group learning activities facilitated by the instructor. This will empower students to take ownership of their learning and learn to direct their learning pace independently from others.

YCCA will provide targeted career technical education and college readiness focused professional development for staff. CTE teachers have an obligation to stay current in the craft they are teaching and will be supported by YCCA in a variety of ways including attendance at CTE specific workshops and conferences, involvement in teacher externships, and work based learning development opportunities. Teachers and staff learning will be supported through regular content-specific Round Tables (professional development, collaborative trainings) for teachers, onsite trainings, virtual meetings, capacity-building courses, webinars, and technology training in learning conferences.

Subject Areas to be Taught

YCCA will offer a unique educational that emphasizes core academics, workplace and college readiness skills. YCCA will offer all required courses necessary for students to obtain a high school diploma or equivalent and meet college entrance requirements. This includes the following: English 1; English 2, English 3, English 4, Intro to Algebra, Algebra 1A, Algebra 1B, Geometry, Algebra 2, and Math for College Readiness (higher level math courses are available as needed); science will include Health, Biology, Physical Science, Earth and Space Science, Anatomy and Physiology, Physics, and Chemistry—all of which will include labs; and social studies will require World History I and II, U.S. History I and II, American Government, and Economics.

Pathways through Post-Secondary

In the long term, the vision of YCCA goes well beyond high school credit recovery and high school completion. The program will embody what Jobs for the Future, a national nonprofit that works to ensure educational and economic opportunity for all, calls “Pathways through Post-Secondary”.

Our long-term vision is for YCCA to help young people become college and career ready by simultaneously building transparent and supported pathways into and through postsecondary education.

Based on its work with such programs and with the national organizations and networks that support many of them, Jobs for the Future has developed a Back on Track model to drive growth and scale in this emerging field of practice. The Back on Track model articulates three program phases and accompanying features that help young people achieve their postsecondary and career ambitions. In the three-phase model, each phase has distinct elements but will naturally overlap in terms of timing, resources, and staffing. This model is intended to set a higher standard for the YCCA program that will bridge into postsecondary education and careers, but it is also aspirational in nature. It assumes that most schools and programs do not have all phases or features fully in place. YCCA leaders and staff can thus use the model as a framework to assess the strengths of their designs and partnerships and to plan focused improvements, building toward fully operational pathways that substantially improve college completion rates.

- Staff will continually assess progress through the strategic use of data, using postsecondary access and completion as the key measures of program success.
- Staff will create a climate focused on acculturation to academic and professional norms, mindsets, and practices as well as personal responsibility for one’s own learning, career, and life goals.
- The physical setup and artifacts in the building, and opportunities to experience college classes and college life, enable students to perceive themselves as college students.
- Staff will support students to explore a range of career options and to understand their connections to postsecondary programs of study.

College- and Career-Ready Curriculum and Instruction

Curriculum will emphasize deep learning, focusing on a solid understanding of key concepts within the core disciplines as well as in technical fields within high-demand career sectors, and on key 21st century skills such as critical thinking and problem solving, self-directed learning, collaboration, and effective communication.

- Curriculum will be aligned/sequenced toward increasingly challenging subject matter, building skills needed for entry into credit-bearing college coursework and/or career pathway programs of study.
- Staff will embed in the curriculum ongoing opportunities to practice college-ready and professional skills and behaviors such as effective time management, team work, and problem solving.
- Students have opportunities to engage in work-based learning, such as internships or job shadows.

- Intentional use of time, technology, and assessment to customize instruction & accelerate learning
- Program organizes time flexibly to enable older youth to fulfill family/work responsibilities while working toward graduation and postsecondary goals.
- Program will be of sufficient length and intensity to enable youth to both gain a secondary credential and/or get adequately prepared for postsecondary education and careers.
- Staff use regular and various assessment methods (face-to-face and web- based), including college placement exams, to diagnose students' specific learning needs and customize instruction to accelerate learning.
- Staff will utilize student data to understand patterns of learning for individual students and customize the course/curriculum to ensure opportunities for acceleration and additional academic support.
- Technological tools enhance instructional strategies, provide skill-building support and facilitate "anytime, anywhere, any pace" learning.
- Students are coached and supported to use time in supplemental learning, online learning, work, and service activities to accomplish learning goals and develop independent work and study habits.

Personalized Guidance and Support

- Students develop an understanding of how they learn best, reflecting regularly on what they still must accomplish or master to achieve college and career readiness.
- Program provides leadership, service and work opportunities to build students' agency, self-advocacy and key academic and career behaviors, such as persistence and time management.
- The program works to strengthen students' care network, such as child-care and mental health resources, so they have adequate support to address barriers that impede learning.
- Staff will develop students' abilities to have greater responsibility and voice in their own learning and life choices.

PHASE TWO: POSTSECONDARY BRIDGING

YCCA will work in collaboration with Sacramento City College, Solano Community College, and Woodland Community College to provide postsecondary support and bridging for all students.

Supported Dual Enrollment

- Students will enroll in credit-bearing courses to gain exposure to the community college experiences and expectations. First courses can be those that reinforce essential skills within a

Yolo County Career Academy Charter School Petition

career context, prerequisite math and English courses, or first coursework towards a technical certificate.

- Where appropriate, the program takes advantage of accelerated or streamlined developmental education courses to build student skills and reduce time to completion.
- The teachers and staff will provide formal, intense academic supports and scaffolding to ensure students are successful in their early postsecondary courses.
- YCCA staff will work with local community colleges to identify CTE certificate programs available and assist with dual enrollment while attending YCCA and transitions after graduation from YCCA.

A Focus on College Knowledge and Success Strategies

- The program will coach students to develop college and career-ready skills and behaviors, including study and other self-directed learning skills, digital literacy skills, time and stress management, persistence, and awareness of performance.
- Students will gain postsecondary and career navigation skills, learning about general and technical programs of study, admissions requirements, financial aid, college culture, campus resources, and building relations with professors.
- The program will develop the mindsets and key cognitive strategies and content knowledge required for college success, such as formulating hypotheses, problem-solving, analyzing and evaluating findings, and understanding key foundational content in core subject areas.

Personalized Guidance and Connection to Best Practices

- Staff will use data such as attendance and course performance to monitor student progress toward the goal of entry into credit-bearing coursework and/or technical programs of study.
- Whenever possible, the program will utilize a cohort-based approach to leverage peer connections, expand students' social networks, and build additional postsecondary support, using both face-to-face and online strategies.
- The program will integrate career exploration and planning that will take into account students' career aspirations as well as local labor market demand to help drive toward postsecondary programs resulting in credentials and certifications with labor market value.

PHASE THREE: TRANSITION SUPPORT

YCCA will work in collaboration with the regional adult education consortium and Yolo County navigator to support students as they transition to postsecondary and workforce opportunities.

Support for Students to Earn Credits Predictive of Completion

- YCCA staff will use data to monitor student progress, with particular attention to performance in the first few months of classes.

Yolo County Career Academy Charter School Petition

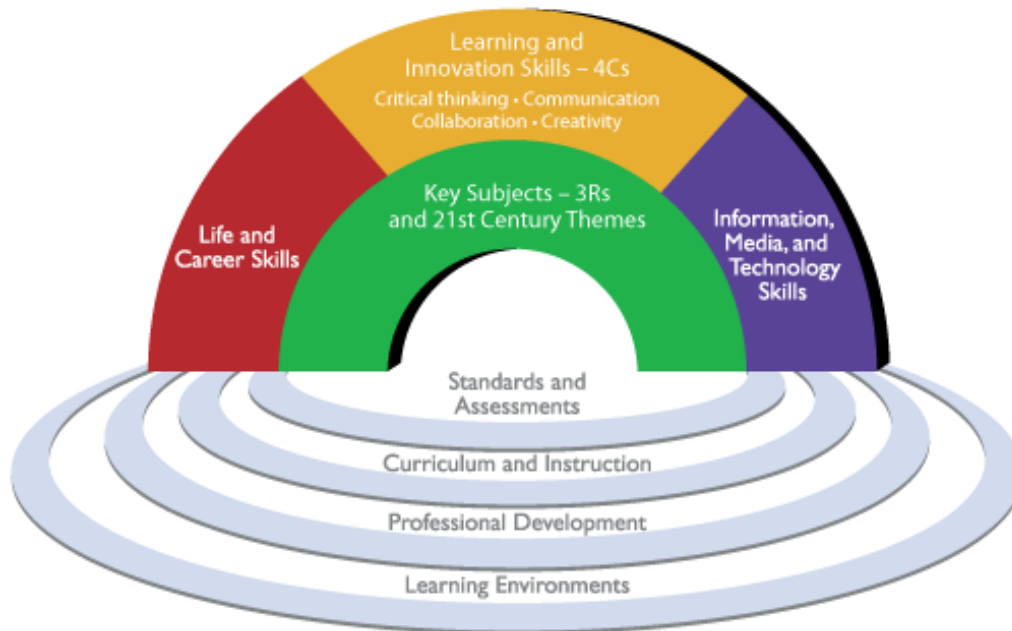
- Students will be connected to campus resources, networks, and support providers, especially those targeted for first-generation college-goers, expanding their social capital and their awareness of formal and informal supports and resources.
- Students will receive intensive supports to help them succeed in credit-bearing general or technical program coursework.
- Students will be offered performance-based incentive to motivate them to accomplish personal and academic benchmarks.
- Staff will create individualized plans with students including self-assessments and additional customized supports.
- Staff will anticipate and work with students to address obstacles, such as loss of childcare, housing, or financial aid, and provide additional referrals and follow-up as needed.

Building Attachment to Postsecondary Education

- The program will enable students to develop increasing independence and self-agency as learners, drawing on academic mindsets and behaviors they began to develop in the Bridge Phase (e.g., self-regulation and study skills, time and stress management, persistence, and ability to self-assess performance).
- Staff will leverage technological tools, particularly social media, to provide follow-up and coaching support to students who have transitioned to postsecondary/career training.
- Student mentors will provide key information on college courses and professors to help first-year students make more informed choices.
- Students will engage in small cohort-based learning and leadership communities whenever possible.

YCCA will align with the P21's Framework for 21st century Learning to provide a foundation for future thinking and future learning. The P21's Framework was developed with input from teachers, education experts, and business leaders to define and illustrate the skills and knowledge students need to succeed in work, life and citizenship, as well as the support systems necessary for 21st century learning outcomes. It has been used by thousands of educators and hundreds of schools in the U.S. and abroad to put 21st century skills at the center of learning. The P21 Framework represents both 21st century student outcomes (as represented by the arches of the rainbow) and support systems (as represented by the pools at the bottom).

P21 Framework for 21st Century Learning
21st Century Student Outcomes and Support Systems



© 2007 Partnership for 21st Century Learning (P21)
www.P21.org/Framework

The YCCA's competency-based instructional model will be based on the learning organization work of Peter Senge (The Fifth Discipline), Michael Fullen's work on Professional Learning Communities (Change Forces, Turnaround Leadership, Coherence), Ron Edmonds' research on the school effectiveness movement, Robert Marzano's What Works in Schools, Larry Lezotte's Stepping Up!, Reuven Fuerstein's Mediated Learning, and Stephen Covey's 7 Habits of Highly Effective People. Drawing on the foundational work of Abraham Maslow (Maslow's Hierarchy of Needs), Bloom's Taxonomy of Educational Effectiveness, and Covey's 7 Habits.

Using this theoretical framework, YCCA will provide high expectations within a highly structured and orderly atmosphere, placing a strong emphasis on skill acquisition, and providing for the frequent monitoring of student progress to promote student success. YCCA's use of this customized curriculum will provide for:

- Integration of California's State Standards (CCSS and NGSS) and Career Technical Education (CTE) Model Curriculum Standards;
- Industry aligned projects and assignments revolving around career and college readiness;
- Applied academic skills in math, science, English and history requiring real world application through projects (example: Using current events to support a scientific or multi-media tutorial to learn the core academics and technology applications);

Yolo County Career Academy Charter School Petition

- Basic skills embedded in learning high-end technology (example: math students utilize SolidWorks [software for manufacturing course] to not only learn design, but to reinforce, better illustrate, and to self-discover mathematical concepts); and
- Interwoven connections with Career and Technical Education (CTE), trades, and employability skills (multi-media tutorials to learn the core academics, technology, reading, writing, note taking, and speaking and listening skills and standards).

Western Association of Schools and Colleges Accreditation

The charter school administration and staff will apply for initial WASC accreditation status during the first year of operation in the fall of 2018-2019.

Transferability of courses

The YCCA will establish a transfer of courses agreement with the five school districts within Yolo County that aligns with the current agreements in place between the districts and the Yolo County Office of Education. YCCA will secure WASC accreditation during its first operational year to ensure that transcripts are acceptable to colleges. Parents and students will receive information regarding the transferability of courses and the eligibility of courses to meet college entrance requirements through parent and student orientations and written communication in parent and student's native language

Competency-based education, with a focus on individual student growth, coupled with academic rigor in a high tech and high touch environment, facilitates a unique experience that creatively meets many of the needs of a 21st century economy and culture. Students will access their core content through teacher instruction and online materials that are aligned with the Common Core State Standards and meet the University of California (UC) and the California State University (CSU) A-G admissions criteria and reinforced through project-based learning in high demand industry pathway. Student success will be ensured with low student to teacher ratios, engaging and interactive curriculum, student internships, and an individual learning plan we refer to as "Personalized Learning Plan" or (PLP).

YCCA will offer disadvantaged students the real opportunity to earn a high school diploma, transcend their previous situation, and step toward evolving into a "knowledge value" individual as described by David Thornburg.

YCCA will leverage the knowledge and expertise of its partners to provide students with access to high quality employment opportunities through an innovative curriculum and instructional model that prepares students to enter the 21st century workforce. YCCA graduates are prepared for the 21st century workforce as defined by the Yolo County Workforce Innovation Board and Yolo County Economic Development Departmental regional labor and workforce indicators.

Academic Calendar and Schedules

YCCA will operate on a 182-day schedule with the opportunity to provide extended school year opportunities during the summer.

Schedule

The school schedule will allow for a combination of hands-on learning in CTE coursework, direct instruction in academic coursework, work-based learning, and online learning for credit accrual. Each student will have a Personalized Learning Plan (PLP) that will chart their path to high school graduation, skill development, and other academic and personal goals. Students will attend classes 5 days per week

Yolo County Career Academy Charter School Petition

on an average of 6 hours per day. Options for an independent study schedule will be available on a case by case basis dependent on student needs. A student’s schedule will be individualized to the student’s learning objectives and goals. Students ages 16-18 will attend academic courses during the morning and CTE training in the afternoon. Adult (19 – 24 years old) students will attend CTE training in the morning and core academic courses in the afternoon.

Monday		Tuesday		Wednesday		Thursday		Friday	
Math	50 min.	Math	50 min.	Math	50 min.	Math	50 min.	Math	50 min.
English	50 min.	English	50 min.	English	50 min.	English	50 min.	English	50 min.
Science	50 min.	Science	50 min.	Science	50 min.	Science	50 min.	Science	50 min.
H/SS	50 min.	H/SS	50 min.	H/SS	50 min.	H/SS	50 min.	H/SS	50 min.
Lunch	20 min.	Lunch	20 min.	Lunch	20 min.	Lunch	20 min.	Lunch	20 min.
CTE	90 min.	CTE	90 min.	CTE	90 min.	CTE	90 min.	CTE	90 min.
(Skill Development)		(Skill Development)		(Skill Development)		(Skill Development)		(Skill Development)	

Staffing and Professional Development

To provide an exceptional YCCA educational program and to support the academic goals of the students enrolled, the YCCA program will hire experienced, highly-qualified certificated staff with the following qualifications:

- Possess a valid California Multiple/Single Subject Teaching Credential or Designated Subjects Credential; and
- Possess, or be working towards, a valid California Education Specialist Credential with a Mild/Moderate authorization or equivalent California Special Education Credential (intern eligibility will be considered).

Professional Development

YCCA educators will participate in meaningful staff development that centers on both content areas and appropriate strategies for teaching in adult environments. Topics for professional development may include: managing an adult classroom, working with English Learners, differentiating instruction, the Common Core State Standards, technology in the classroom, and content-specific topics

New Staff Orientation, Training, and Support

New staff members will be encouraged to job shadow in their particular area and visit other sites to observe and learn from more veteran teachers and staff.

Professional Development Plan

YCCA teachers will be provided professional development opportunities geared toward individual experiences as well as site experiences which will provide growth to the staff member(s). A catalogue of professional opportunities for learning will be available for YCCA staff from which a site or individual can choose for their growth.

YCCA programs serve a significant population of the most at risk students from the juvenile justice system and the Foster Care system. YCCA will counter these various risk factors with: a rigorous curriculum that will be adaptable to each student’s individual needs, small school programs in multiple, highly accessible

Yolo County Career Academy Charter School Petition

locations throughout Yolo County, and highly qualified caring educators who are invigorated by frequent professional development, which includes training on trauma informed care.

The YCCA leadership team believes that knowledge of the impact of chronic and severe traumatic stress on children is a key component to a comprehensive professional development plan that prepares educators to engage and empower our student population.

School Culture

YCCA is focused in developing a providing a culture of academic and career planning focused on meaningful workforce attainment at a family-sustaining wage. The setup of the school will focus strongly on 21st century skills in targeted areas of concern identified by local workforce partners. YCCA will work closely with educational, workforce and community partners to develop a school culture focused on student transitions and systems of support. Beginning on day one, students will begin to understand that their experience at YCCA is not only about today or where they are at that point in time but that their YCCA experience is about tomorrow and where they will be in the future.

Student Recruitment and Enrollment

YCCA will be committed to serving a diverse student population. The charter school target ethnic balance will be determined by the data below which delineates the cohort demographics for the dropout population in Yolo County.

Table 4: Yolo County Dropout Rates by Ethnicity (2015-16)

Ethnicity	Cohort Dropouts Rate
Hispanic or Latino (any race)	10.2%
American Indian/Alaska Native, Not Hispanic	15.8%
Asian, Not Hispanic	1%
Pacific Islander, Not Hispanic	12.5%
Filipino, Not Hispanic	3.4%
African American, Not Hispanic	14.6%
White, Not Hispanic	5.5%
Two or More Races, Not Hispanic	8%
None Reported	20%

Source: California Department of Education DataQuest, Dropouts by Ethnic Designation by Grade

YCCA recognizes, that due to its unique partnerships, the county-wide geographic reach of its school sites, and its primary goal of serving students who have left or been unsuccessful in other public schools, staff will work collaboratively to develop and deliver unique recruitment strategies. YCCA will implement a student recruitment strategy that includes, but will not be necessarily limited to:

- An enrollment process that will be scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The ongoing development of promotional and informational materials that appeal to various racial and ethnic groups. Advertising will be formatted in Spanish and English.
- The distribution of promotional and informational materials to a broad variety of community groups represented in the district.

- Encouraging WIOA training centers and other community partner organizations to increase community outreach efforts.
- Promotion of an online presence on the school website and social media platforms (Facebook, Twitter, etc.)
- YCCA will strive to reflect a balanced representation of the student population in the communities in which it operates.

Student Engagement and Satisfaction

Students enrolling at YCCA will attend an orientation where they will meet their teachers, transition specialist, and administrator. Students will work with the transition specialist to develop a plan for academic and career attainment and check in regularly on this plan. Student attendance records will be reviewed weekly at staff meetings. YCCA will operate as a work environment with a focus on employment skills, which include positive attendance and being on time. The school secretary and transition specialist will work together to collect all attendance data and communicate it to the teaching staff and administrator. If a student is not meeting the attendance goals, YCCA will provide outreach to parents and students and provide in-home support to increase attendance. These services will also include dropout prevention and targeted services for students at-risk of dropping out.

Student engagement will hinge upon student investment in achieving their academic and career goals and the ability for staff to deliver course content in ways which help students grasp the connections between the curriculum and careers. YCCA will employ CTE teachers who remain connected to the industry. YCCA will provide various work-based learning opportunities including industry tours, job shadowing, and internships to inspire and maintain student engagement.

Ongoing Family and Community Involvement and Satisfaction

The YCCA Governing Board will include a business partner, the executive director of the Workforce Innovation Board, a parent and a student. This board makeup will help maintain an ongoing collaboration between YCCA and the community the school serves. YCCA will engage families in the school's culture by providing opportunities for families to plan and participate in school functions. YCCA staff will also develop and provide community classroom opportunities where families can attend workshops on various CTE topics, and other topics of interest to families that are also beneficial to student academic and employment skill growth.

YCCA will also work closely with postsecondary partners, chambers of commerce, employment staffing agencies, community-based organizations, and industry leaders and employers from identified career pathways. YCCA executive board members are a part of the Yolo County Industry Sector workgroup and will provide updates to members on YCCA development, YCCA student recruitment, YCCA industry sector needs, and areas of potential collaboration. This team includes representatives from postsecondary, workforce, and community-based organizations.

Services to Special Populations

English Learner Services

Some of our students will be English Learners (ELs) and will face the need to develop language skills in addition to core academic subject knowledge and employment skills. Some students will have below-grade level academic skills and will require remediation and support to access grade level high school curriculum. Some students will arrive with exceptional skills and the ability to truly accelerate their learning. The blended learning model will be an integral part of YCCA's program delivery contributing directly to student achievement for all students. It will also help narrow the achievement gap. Access to technology facilitates engagement, communication, interaction, and understanding. The blended learning model will provide the flexibility to individualize and personalize learning leading to individual gains in academic skills such as math and reading.

For students needing supplemental English Language Development (ELD), the following supports will be included in the instructional model:

- YCCA will follow the state mandated protocol and procedures for identifying students using CALPADS, the home language survey, and the California English Language Development Test (CELDT) or the English Language Proficiency Assessment for California (ELPAC).
- YCCA will develop a customized ELD program for each student as part of their Individualized Learning Plan which will be detailed in their Personalized Learning Plan (PLP). Their plan may include ELD-modified curriculum and supplementary instructional materials for differentiating instruction.
- The YCCA ELD program will include a full immersion program that includes English Language acquisition and computer assisted programs designed to support English development.

YCCA will notify parents/caregivers, if applicable, of the school's responsibility for CELDT or ELPAC testing under the ESSA for annual English proficiency testing. CELDT or ELPAC results will be given to parents/caregivers, if applicable, within 30 days of receiving results.

Parental/caregiver opinion and consultation, if applicable, will be achieved through notice to parents/caregivers of the language reclassification and placement process and encouragement of the participation of parents/caregivers in the school's reclassification procedure.

Outcomes

The goals of the YCCA EL Program are:

- Students develop proficiency in English and in the county adopted core curriculum.
- Students achieve the ability to overcome language barriers and recoup any academic deficits.
- Students achieve the ability to demonstrate English Language proficiency comparable to the average YCOE student of the same age or grade level whose primary language is English.

Yolo County Career Academy Charter School Petition

- To provide equitable access to curriculum and instructional materials provided for all students. Using the curriculum, these students will make progress that will be equivalent to their peers, experience success, and sustain adequate psychosocial adjustment.
- To have students function successfully in the English language, the needs of English Learners will be met through:
 - Progress monitoring and assessment of growth in attaining English proficiency and reclassification.
 - Access to highly-qualified academic teachers authorized to teach ELs, including integrated and designated ELD.
 - Implementation of the California ELD Standards.
 - Content teachers engaging students in structured academic talk; systematic, explicit, intensive, differentiated reading instruction; and development of literacy skills along with oral proficiency and literacy in English.
 - Teacher use of scaffolding content and structured, collaborative activities throughout instruction.
 - Staff collaboration regarding best practices in working with EL students.
 - Primary language support provided by teachers, as feasible.
 - Use of nonverbal cues, using graphic organizers, hands-on learning, and cooperative/peer tutoring.
 - Use of cooperative learning, study buddies, project-based learning, and one-to-one student/teacher interactions.
 - Use of higher order thinking questions, modeling thinking language by think-alouds, explicit teaching, test and study skills, and high expectations.
 - Use of the native language to increase comprehensibility.
 - Language Experience (Dictated Stories).
 - Scaffolding and activating prior knowledge.
 - Use of realia and manipulatives.
 - Project-Based Instruction

In addition, if YCCA enrolls more than 20 EL students, an English Learner Advisory Committee (ELAC) will be formed. It will be comprised of parents, staff and community members specifically designated to advise school officials on EL program services.

Meeting the Needs of Gifted Students/Proficient Students

YCCA will provide each student identified as gifted with a learning environment conducive to developing and expanding his/her individual areas of giftedness. The learning plan and accommodations will be documented in the student's PLP. YCCA will recognize a gifted student as a student who has superior intellectual development and capable of high performance and accelerated learning.

The PLP shall be accessible to each of the students' teachers who will be responsible for the implementation. Each teacher shall be informed of specific responsibilities related to implementing the student's PLP. If a student enrolls indicating that he/she was previously identified as "gifted / talented," placement may be appropriate at YCCA and the PLP process will determine goals objectives, supports and services.

YCCA will provide appropriate challenging coursework for all students along with opportunities to accelerate in order to maximize each student's potential through a variety of options, including but not

limited to: modifications of content, processes, or products through a differentiated curriculum, curriculum compacting, acceleration, and/or enrichment. All content areas offer opportunities for students to show mastery of skills and standards via Proficiency Exams, Challenge Tests, and Check Points.

Students who are able to master these skills with an 80% proficiency or higher may test out of all or parts of the curriculum to accelerate their learning pathway. In both math and ELA, gifted students may meet specific criteria to begin the Senior Project Prep modules (STEM for math and Writing and Technology for ELA), which consist of only those assignments needed to complete Senior Projects.

YCCA's flexible learning environment will be designed to challenge and nurture gifted learners. Independent projects, enrichment activities, learning styles, mentors, and leveling assignments are just a few of the strategies that will be used to address the needs of all. Coursework will be adapted to meet individual gifted student needs. These adaptations may include adding depth, breadth, complexity, or abstractness to the course curriculum and/or adjusting the pace with which material will be presented.

Providing Services to Below Grade Level and Other At-Risk Students

Students enrolled in YCCA who are identified as below grade level will have a Personalized Learning Plan (PLP) that will indicate the appropriate course pathway. YCCA will provide each student with a learning environment conducive to developing and expanding his/her individual areas of growth. YCCA recognizes a below grade level student as a student who needs scaffolding to build basic, foundational skills before mastering the skills and standards of the high school core curriculum.

The PLP shall be accessible to each of the student's teachers who are responsible for the implementation. Each of their teachers shall be informed of specific responsibilities related to implementing the student's PLP.

YCCA will provide appropriate initial instruction and tiered support to ensure students are able to access grade appropriate coursework for all students along with intervention opportunities in order to maximize each student's potential through a variety of learning options, including but not limited to, modifications of content, processes, or products through a universal design for learning approach and enrichment opportunities. Supplemental curriculum and resources include Math and Reading Strategies; Intensive Reading; materials to teach parts of speech and basic sentence structure; educational videos; modified curriculum and other resources.

Meeting the Needs of Special Education Students

Upon enrollment, YCCA will provide IEP services that are agreed upon in an existing IEP, and those services are provided either through special education, certified employees, or approved contracted services. Examples of services that are provided include speech & language services, counseling services, transition services, and specialized academic instruction support. Students will be provided with accommodations and/or modifications based on their IEP in the high school curriculum, alternative standards-based curriculum, remediation/supplemental materials, as well as various school settings. YCCA will have paper-based and computer-assisted curriculum that meets the needs of students who are not able to access the standard curriculum. Peer tutors, assistive technologies, and strength-based instructional planning/delivery are other examples of supports and services that may be used to meet the individual needs of students with disabilities.

YCCA has consulted will work in cooperation with YCOE, local educational agencies (LEAs) and the Yolo County Special Education Local Plan Area (SELPA), to ensure that a Free and Appropriate Public Education

Yolo County Career Academy Charter School Petition

(FAPE) will be provided to all students with exceptional needs including providing transportation for special education students who require this related service. YCCA will align practices and procedures with YCOE's Special Education Program Policy Guide to support the same goal: maintain a high-quality program delivery model that is fiscally sound and follows the Yolo SELPA's fiscal allocation plan. Agreements will be negotiated to determine allocations of actual and excess costs, as well as YCCA's responsibilities regarding any encroachment on general funds. The anticipated needs and costs associated with special education were based on a review of expenditures and programs similar in design to the YCCA rather than comparisons to more traditional schools. Anticipated special education expenditures are based upon implementations of similar schools. YCCA is fiscally responsible for fair share of any encroachment on general funds.

YCCA will adopt YCOE's special education policies as a guide in providing a continuum of specialized support and services while maintaining full compliance with district, state, and federal mandates and regulations. YCCA administrative and instructional Special Education staff welcomes any opportunity to collaborate, grow professionally, learn from each other, and share best practices. YCCA will function as an independent charter and a member of the Yolo County SELPA for purposes of providing special education and related services pursuant to Education Code Section 47641(b).

SELPA Membership

Pursuant to legal provisions of both federal and state law, eligible students enrolled in charter schools are entitled to special education services provided in the same manner as such services are provided in other public schools and charter schools within the SELPA. It will be understood that YCCA shall not discriminate against any pupil in its admission criteria on the basis of disability. YCCA will be a partnered member of the Yolo County SELPA. See Policy O420.4 regarding Charter Schools of the Yolo County SELPA Policy and Procedures manual located in Appendix 2

YCCA Responsibilities

YCCA will deliver the required and appropriate special education services to enrolled students unless other agreements have been reached between the YCOE or Yolo County SELPA regional providers. Services shall include:

- Child Find
- Initial, annual, and triennial evaluations
- Individual Education Plan (IEP) development
- Utilization of the county's comprehensive services to provide appropriate education services to all enrolled students

YCCA will submit all required reporting, filings, etc. to fully comply with the Yolo County SELPA and California Department of Education (CDE) requirements.

Provisions for and Compliance of Special Education Services

Referral YCCA students, teachers, key school personnel, or other interested persons systematically review and make recommendations about student performance related to:

- Academic progress
- Social/Emotional development
- Physical limitations
- Behavioral history

Students shall be referred for special education assessment only when their individual needs interfere with school performance and cannot be met through modifications within the general education/independent study setting, (federal mandates require general education resources and services be exhausted before the YCCA refers a student for special education testing) or if requested by a parent of a student under 18, or an adult student. Objective and complete data will be collected during an initial referral to ensure appropriate recommendations for students are made (i.e., work samples, cumulative record review, CA test scores and health history). A follow-up date will be scheduled to review the progress of the proposed strategies. If sufficient progress is noted at the follow-up meeting, more restrictive interventions will not be warranted. If progress is not noted, a Student Study Team (SST) may refer the student to a second tier where more intensive research-based curricular strategies are implemented or may refer the student for special education assessments. A formal request from a parent or adult student to assess a student for special education supersedes the SST process and YCCA staff will comply with all timelines and procedures for developing an assessment plan or sending Prior Written Notice if an assessment is deemed not appropriate.

Special Education Programs and Services

Upon enrollment of a student with an IEP, a representative from YCCA staff will meet with the student (and parent/caregiver, if applicable) to review the student's current IEP, review transcripts and discuss course assignment. Special education English Learners' IEP goals will reflect the individual student's linguistic objectives. The needs of special education students will be met through:

- Progress monitoring through assessment of progress in meeting student's IEP goals
- Placement in appropriate courses with highly qualified teachers credentialed to instruct students with special needs.
- Assignment to core classes and intervention courses for reading and/or math based on the student's needs.
- Special modifications and/or accommodations of curriculum or instruction, as specified in the student's IEP, to enable successful participation in the core curriculum.
- Additional instructional time, as specified in the IEP, to provide students sufficient instruction and practice in order for them to master grade-level standards, if applicable.
- Differentiated instruction by content teachers to engage students in structured reading instruction, development of literacy and math skills, and use of accommodations and/or modifications.
- Collaboration between YCCA, the YCOE and the Yolo County SELPA to provide appropriate special education services.

Interim Placement and Individual Education Plan (IEP) Development

YCCA will adhere to the legal mandates outlined in the Individuals with Disabilities Education Improvement Act (IDEIA) in implementing regulations. When a student with an active IEP enrolls in YCCA he/she will be provided an interim special education placement and a new IEP will be written on the corresponding Yolo County SELPA forms within 30 days. After the interim placement, staff, parent/caregiver, and the student may revise the IEP with appropriate goals and access to services at the YCCA program or to consider alternate placement options, if the student's needs cannot be met at YCCA. The IEP team will be comprised of the student, (parent/caregiver and/or their requested representative[s], if applicable), a general education teacher, special education personnel who will be working with the student, and an administrative designee. Based upon areas of need, the goals, objectives, and frequency/duration of services are designed to maximize educational benefits for the

student. Annual goals and short-term objectives are developed based upon California grade level standards and frameworks. Progress will be periodically monitored and written documentation of progress toward meeting annual goals will be provided to the student (and/or parents/caregivers, if applicable), as frequently as their general education counterparts (but no less than three times per year).

Initial and Triennial Assessments

When students are referred for an initial evaluation to determine if they meet eligibility requirements to receive special education, YCCA will generate a referral for special education; monitor all legal timelines; develop an assessment plan offering testing in all areas of suspected areas of need/disability; coordinate qualified personnel to provide the required testing; generate IEP meeting notices; develop and facilitate the IEP meeting; and, distribute copies of the IEP to appropriate personnel. YCCA staff will attempt to distribute written assessment reports to the student (parent/caregiver, if applicable), if they are complete, prior to the IEP meeting. In the event this is not feasible, YCCA will ensure copies of the reports are available at the meeting. YCCA will utilize the Yolo County web-based) Special Education Information System (SEIS) to complete all IEPs and report CASEMIS information. At least once every three years, a student will be reassessed to determine his/her continued eligibility to receive special education services. Following any initial or triennial assessment, if a student has a documented learning or related disability but does not meet other eligibility requirements for special education, eligibility for Section 504 Accommodation Plan will be assessed, and if student is eligible and the parent/guardian accepts, developed at the meeting.

Identification of Bilingual Special Education Students

Before a student whose native language is not English will be referred for special education, their level of English proficiency will be determined to ensure their lack of acquisition of language skills is not the reason for lower academic performance. Every attempt will be made to have personnel fluent in the student's native language and familiar with their native culture participate during the SST process and during the referral process for determining the eligibility for special education. If appropriate, before students are identified as disabled they will be tested in their native language. When appropriate, YCCA will evaluate a student in his or her native language before they can identify that student as having a disability and provide special education services. In addition, parents will be offered evaluation plans and IEPs in their native language before giving informed consent. The only exception is in the case where the home uses an alternative language, but the student is evaluated to be proficient in English. Bilingual personnel will translate during IEP meetings and are available to transcribe all written documents (assessment reports, IEP forms, Parent Rights and Procedural Safeguards, etc.) when requested. All goals and objectives for bilingual students will be linguistically appropriate and are developed so that the student's language acquisition needs are taken into account. Special education personnel who assess and deliver services outlined on the student's IEP will have Cross-cultural, Language, and Academic Development (CLAD) certification authorizing them to provide instruction to English learners.

Dispute Resolution & Complaint Procedures

YCCA's policy will be to comply with applicable federal and state laws and regulations. Pursuant to this policy, there will be a Board-adopted complaint policy and procedure to provide a uniform system of complaint processing for the following types of complaints:

- 1) Complaints of discrimination against any protected group including actual or perceived, including discrimination on the basis of age, sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, race, ancestry, national origin, religion, color, or mental or

Yolo County Career Academy Charter School Petition

- physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and
- 2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: special education, Title II, Section 504 of the Rehabilitation Act, consolidated categorical aid, migrant education, career technical and technical education training programs, childcare and development programs, and child nutrition program.

Students (parents/caregivers, if applicable) also have the right to file a complaint with the county and/or the California State Department of Education. ***Please see Appendix 5 for the YCOE Uniform Complaint Procedure.***

ELEMENT B: Measurable Student Outcomes

The Yolo County Career Academy will seek to support students in achieving the following outcomes:

- Completion of industry certifications
- Attainment of a high school diploma
- Successful transition to community college
- Successful transition to family – sustaining employment

Transferability of High School Courses

Upon enrollment, students (and their parents - for those students under 18 years of age) will be notified by YCCA of the acceptability of credit for transferring into or out of YCCA.

Career and College Pathway Efforts

YCCA will partner with other entities, including the Yolo County WIB, Sacramento City College, Solano Community College, and Woodland Community College. Business and industry champions have been identified and will partner with YCCA, including Marquez Design. YCCA will partner with other entities, including the Yolo Regional Occupation Program (ROP), to provide options and pathways designed to deliver long-term solutions for over-age, academically underserved, and low income youth that are not enrolled in school or participating in the labor market.

Interventions and Supports to Engage all Learners

The impact of chronic and severe traumatic stress upon the YCCA student population will also necessitate that our staff undertake additional and targeted professional development to counteract its dire effects. Best practices for how to work and incorporate all learners into our program will also be identified and adopted into YCCA’s teaching delivery. For students to feel a sense of ownership in their own learning, they need to be a part of the process at its inception. At first, teachers may be leery of allowing students to have a voice in determining the project, or even the criteria for which they would be assessed. However, when students are respected as life-long learners and can suggest the criteria for assessment, they become thoughtful and responsible. This will be a step that increases their motivation and challenges their interest, and makes them responsible for the work they produce. A disenfranchised student usually develops these inherent feelings of exclusion after a lifetime of having been excluded from school, family, community or any number of affirming social circles. YCCA will establish a teaching style that:

- Increases students’ ownership in the classroom so that they are intrinsically motivated.
- Provides and design strategies that inspire higher level thinking skills that excite and motivate our students to read, write, speak, listen attentively, and perform.
- Utilizes coaching strategies that work best with disenfranchised students to increase the quality of study work.

Mindset

The concept of developing Mindset is a simple idea discovered by world-renowned Stanford University psychologist Carol Dweck in decades of research on achievement and success. YCCA staff will be trained to identify and develop this simple idea in our student and will learn that it makes all the difference.

In a fixed mindset, people believe their basic qualities, like their intelligence or talent, are simply fixed traits. Translated into our student populations, YCCA students may see themselves only as dropouts because they have been measured and reinforced as being dropouts all their life. Instead of attempting to develop their academic intelligence and growth mindset, they may believe that talent alone creates success without academic effort. Successful participation in the YCCA program will prove them wrong.

In a growth mindset, people believe that their most basic abilities can be developed through dedication and hard work; brains, and talent are just the starting point. This view creates a love of learning and a resilience that is essential for great accomplishment. Studies into the profiles of individuals who develop their mindset, suggest that virtually all great people have had these qualities. Teaching a growth mindset creates motivation and productivity in the worlds of business, education, and sports. It enhances relationships. Our YCCA staff will be trained to develop their own growth mindset and encourage students that they teach to develop their own as well.

Alignment of Curriculum to Student Performance Standards

The standards-based curriculum is designed to prepare students for fulfilling lives in the global economy of the 21st century with strong emphasis on real life skills that can be transferred to the world of work and/or higher education. Through the creation of student, school, business, and community partnerships focused on a highly relevant and research-based curriculum model applied to real-world situations, YCCA will prepare students to be lifelong learners who are well prepared to be contributing members of society.

The YCCA core academic curriculum will prepare students to increase proficiency in literacy and numeracy utilizing an instructional program that will be aligned to the California State Standards (CSS), the Next Generation Science Standards (NGSS) and the CTE Model Curriculum Standards. The instructional plan will be theme-centered, integrated, interdisciplinary, problem-focused, and project-based, all of which will ensure our students will be college and career ready.

The curriculum content of the core subject areas (English Language Arts, mathematics, science, and social studies) will be aligned with the CCSS, NGSS, and State Content Standards for History/Social Science. Students of YCCA will demonstrate the following core competencies upon graduation:

English/Language Arts

With the implementation of the California State Standards aligned literacy curriculum, students will demonstrate strong reading skills in informational and literary text, writing from sources, listening, speaking, research and presentation skills in multiple forms of expression (e.g., written, oral, multimedia), with communication skills appropriate to the setting and audience. Through regular practice with complex texts and its academic vocabulary, students will build knowledge from, comprehend, and critically interpret multiple forms of informational and literary text, including complex technical directions much like they will be required to do with the annual California Assessment of Student Performance and Progress (CAASPP) assessment.

Mathematics

Students will develop abilities to reason logically, think critically, and persevere in problem solving situations to understand and apply mathematical practices and concepts from the CSS for math: number and quantities, algebra, functions, modeling, geometry and statistics & probability.

Science

Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts of various strands of science, which include science as inquiry, physical science, life science, earth science, space science, and science of the environment. Students will research scientific events and phenomena pertinent to their studies and creatively present their learning so that peers may learn and apply those skills and knowledge. Students will investigate real world issues and complete hands-on and virtual labs to address learning and inquiry as well as reflect on and summarize their learning. The integration of the three Next Generation Science Standards dimensions of Disciplinary Core Ideas, Science and Engineering Practices and Crosscutting Concepts will provide students with a context for the content of science, how science knowledge is acquired and understood, and how the sciences are connected through concepts.

History/Social Studies

Students will understand and apply civic, historical, economic, and geographical knowledge in order to serve as participating citizens in today's world of diverse cultures in both workplace and educational settings. Students will utilize key skills such as reading comprehension, critical thinking, problem solving, analyzing and applying knowledge, and using technology effectively. Students will learn historical concepts through domain-specific informational texts. Students will be expected to learn through the texts rather than simply referring to them, and use primary and secondary source documents in research and critical thinking exercises. Students will also build their academic vocabulary while accessing complex texts. Real-world projects will allow students to apply this knowledge to their own lives in the 21st century.

Competency will be demonstrated in benchmark and summative assessments for each course and culminate in the presentation of Senior Projects that represent a broad sampling of student learning. Students' mastery of the standards and their developed skills will be showcased in their Senior Projects. The application of college and career anchor standards, so essential in the core content areas, will lend themselves to the Senior Projects and Creative Technology as well as the Final Presentation where students practice their listening and speaking skills.

Assignments will be aligned to the state standards, so students and teachers can track the mastery of any particular standard in any content area assignment. Students will leave YCCA with a solid academic knowledge base in literacy and presentation skills, as well as marketable career and technical skills, increased academic confidence, and a high school diploma. The value and reward of this program will be its proven ability to dramatically improve the career opportunities and quality of life prospects for this student population.

Local Control and Accountability Plan (LCAP)

The YCCA will implement the following annual goals and actions and detail them in the YCCA 2018-19 Local Control and Accountability Plan (LCAP). An annual update will reflect any revisions and/or reorganization of the annual goals and/or actions. YCCA recognizes that the majority of our students will likely be socio-economically disadvantaged, and will develop annual goals and actions to address the needs of this population. The annual goals and actions below (and future LCAPs to be developed) shall reflect laws and regulations as applicable to charter schools, which have added flexibility in several of the state priority areas.

Goal #1: Provide all students with classroom instruction and curriculum that promote college and career readiness.

Yolo County Career Academy Charter School Petition

Identified Needs:

1. Students need instructional strategies that enable them to increase their skill sets in literacy and numeracy (i.e., understanding math concepts and how to apply them) to enable them to access the California State Standards in all content areas and to be career ready.
2. Students need extended learning time, access to technology, informational reading, hands-on learning activities, and personalized instruction.
3. Students need experiences to explore career interests and post-secondary interests, including Career Technical Education learning (A-G requirement not applicable) and field trips to post-secondary institutions, including those offering trade certifications.
4. Students need an educational program that uses data to continuously improve its designed and impact.

State Priorities: 2, 7, 4

Metrics: The following metrics measure progress towards meeting this goal

- The percentage of students who make more than a year's worth of progress (50 or more credits)
- The percentage of students who make more the one year's growth in a 180 period on the STAR reading and math assessment or equivalent assessment
- The percentage of students who score at or above the Silver Level on the Independent Reading Level Assessment (IRLA) or equivalent assessment

We will use the 2018-2019 school year to establish a benchmark for the identified metrics.

Goal #2: Support students in creating personalized outcomes and building 21st century skills.

Identified Needs:

1. Students need an effective, comprehensive educational program that addresses their individual needs in the learning environment and is responsive to the challenges they experience in school and in the community.
2. Youth who have dropped out of high school, are unemployed, or underemployed typically experience chronically stressful environments in multiple contexts and benefit from specific supports and practices being implemented by teams of support providers.
3. Students need Personalized Learning Plans (PLP's) that help them identify their goals, interests, timelines for completion, and next steps as they transition from YCCA.
4. Students need to complete their high school equivalency and attain industry-aligned certification(s) pertinent to Yolo County.

State Priorities: 4, 5, 6, and 8

Metrics: The following metrics measure progress towards meeting this goal

Industry Certification

Set benchmark rate during 2018-2019 school year

The percentage of students who earn industry certification

Attendance

Set Benchmark of attendance rate in 2018-2019

Measurable outcome: to achieve and maintain attendance rate at 90%

Suspensions and Expulsions

Keep suspensions and expulsions below 5% of the student population. Set Benchmark of suspension rate in 2018-2019

Goal #3: Ensure that all students have a safe, inclusive, and clean environment, in which to learn and thrive, and engage families in this effort.

Identified Needs:

1. Students need access to qualified staff, standards aligned curriculum, and quality instruction
2. Students need a safe and nurturing campus.
3. Students need opportunities for their families to be engaged in their learning experiences in order to thrive.
4. Students need connections between their support systems at school and in the community.

State Priorities: 1, 2, 3, and 7

Metrics: The following metrics measure progress towards meeting this goal

Facilities in good repair

Maintain 100% of facilities in good repair.

Program Safety

Maintain 100% of equipment to ensure proper operation

Require 100% of students to complete safety training

Perceived Support

Measurable outcome: Increase percentage of students that report on the annual survey that staff is "caring and supportive" by at least 3%. Set Benchmark in 2018-2019 survey.

Governing Law: *The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school-wide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, which apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).*

Expected Measurable Student Outcomes

The YCCA will measure progress towards meeting these goals using the following metrics:

- The percentage of students who complete their high school equivalency will increase by 5% every year from a baseline of 2018-2019
- The percentage of students who make more than a year's worth of progress (50 or more credits) will increase by 5% every year from a baseline of 2018-2019
- The percentage of students who earn industry certification will increase by 5% every year from a baseline of 2018-2019
- The percentage of students who increase their grade level score on the STAR Renaissance reading and math assessment will increase by 5% every year from a baseline of 2018-2019. The STAR assessment identifies the skill level of youth in the areas of reading and mathematics and equates each student's score to a grade level equivalent e.g., an 18-year-old youth may have a reading level equal to that of what is expected at 9th grade and a math level of 8th grade. Staff will administer these assessments every 45 days.
- The percentage of students who score at or above the 9th grade on the Independent Reading Level Assessment (IRLA) will increase by 5% every year from a baseline of 2018-2019. The purpose of the IRLA is to identify the level of reading at which youth can succeed without the support of a teacher and to help youth set individual goals for growth in this area. A key feature of the IRLA is its administration on a 1:1 basis, in an interview style that helps instructors understand the youth's experiences with reading in addition to identifying the independent reading level and genres of interest to the youth.
- Increase percentage of students that report in an annual survey that staff is "caring and supportive" by 3% every year from a baseline of 2018-2019.
- YCCA will achieve and maintain an attendance rate at 75%.
- YCCA will keep suspensions and expulsions below 5% of the student population.

The YCCA will improve student academic knowledge and guide them upon an educational plan that will result in completing all course criteria to qualify them to obtain an accredited California high school diploma. YCCA will ensure alignment of all courses and curriculum with California State standards and its teaching staff will meet California Commission on Teacher Credentialing (CCTC) requirements.

LCFF/LCAP Annual Goals and Annual Actions to Achieve Goals for Subgroups

YCCA will observe and meet the state priorities listed in Education Code Sections 52060 and 52066. The YCCA program will be planned in such a manner as to comply with each of the eight priorities as established in the Local Control Accountability Plan (LCAP). Goals will be established for each group in the following areas:

A. Conditions of Learning

- Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)
- Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Yolo County Career Academy Charter School Petition

- Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions to (i), inclusive, of Section 51220, as applicable. (Priority 7)

B. Pupil Outcomes

- Pupil achievement: performance on standardized tests, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)
- Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

- Parent involvement: efforts to seek parent input in decision-making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)
- Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)
- School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

YCCA will prepare students for success by providing a supportive school environment focused on increasing academic and positive social skills and behaviors, while providing functional life skills instruction. YCCA will operate as a charter school under the authorization of the Yolo County Board of Education, as a unique public school with the following overarching goals:

1) Provide excellent education programs focused on college and career readiness and workforce development

2) Be excellent stewards of resources.

- Financial Resources
- Collaborative Partnerships with Business, Educational, and Community Agencies

3) Serve as a supportive resource to students and the community including workforce

School Exit Outcomes and Performance Goals

1. Individual Student Growth Results will demonstrate accelerated learning in reading.

- The percentage of students demonstrating accelerated growth in reading skills will trend up over the term of the charter.

2. Individual Student Growth Results will demonstrate accelerated learning in mathematics.

- The percentage of students demonstrating accelerated growth in mathematic skills will trend up over the term of the charter.

3. An evaluation of individual student writing skills will demonstrate improvement over time.

Yolo County Career Academy Charter School Petition

- Individual student growth in writing skills will improve over time as evidenced by student writing portfolios.

4. The YCCA graduation rate will compare favorably with the graduation rate of schools serving similar student populations in California and will trend up over the term of the charter.

5. Student enrollment in colleges and/or in advanced training or achievement of certifications will be evaluated annually and will trend up over the term of the charter.

- Success metrics will include, but are not limited to, Career Pathway selection, college credits earned, number of students participating in co-enrollment programs with partner colleges, CTE courses completed, certificates earned, internship and job shadowing experiences, advanced training completed with consortium partners, number of students placed in jobs, match of job to training received, and when available, salary earned in job. These metrics will be gathered and reported annually.

All of the outcomes and goals described previously will align to the school mission, vision, and values through the use of a curriculum designed to engage an older student population and through assessments that will provide relevant academic growth information to each and every individual student. YCCA will adhere to California public high school graduation requirements and will prepare students for the accomplishment of the California State Standards.

YCCA will seek to improve student academic knowledge and guide students with an educational plan that will result in completing all course criteria to qualify them to obtain a high school diploma or high school equivalency including the HSET and GED. All courses and curriculum materials employed by YCCA will follow state adopted guidelines.

Any modification of these outcomes or expectations will be submitted to the Yolo County Board of Education as an amendment of this charter. In such a case, the County Board of Education agrees to hear and render an amendment decision pursuant to the timelines and processes as specified in the Education Code Section 47605(b).

ELEMENT C: Method by Which Pupil Progress will be Measured

Governing Law: *The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).*

Methods of Assessment

To measure the progress of the students at YCCA and to ensure that the goals of the charter are being met, YCCA will adhere to statewide standards with mandated standardized tests and will utilize additional YCCA performance-based assessments on a regular basis to measure student progress. Student performance on these measures will help the YCCA School community make informed decisions about instruction efficacy, needed program modifications, or additional goals and objectives to be developed.

The following assessment approaches may be included in the school's measurement of outcomes:

- Students may take the CASAS Assessment designed to assess the relevant real-world basic skills of adult learners. CASAS measures the basic skills and the English language and literacy skills needed to function effectively at work and in life. The CASAS Skill Level Descriptors show a continuum of skills from beginning through advanced adult secondary. They provide descriptions of adults' general job-related ability in reading, mathematics, oral communication, and writing. The Skill Level Descriptors explain in general terms what most learners can accomplish at the CASAS scale score level in a specific skill area. Results from most CASAS tests are reported on a common numerical scale. This scale has been verified and validated on more than three million adult and youth learners. The CASAS scale is divided into five levels: A (Beginning Literacy) to E (Advanced Secondary), each encompassing a range of scores. Each level is defined by a CASAS scale score range with corresponding competency descriptors of performance in employment and adult life skills contexts. The Skill Level Descriptors provide general information on how an adult learner's numerical scale score on a CASAS test in a specific skill area corresponds to the job-related and life skill tasks this person generally can accomplish. Student Performance Level (SPL) designations are provided for the ESL levels. The SPLs were developed through the Center for Applied Linguistics for the National Mainstream English Language Training Project. They provide general descriptions of adult ESL learners' ability in two areas of language proficiency: language/oral communication and reading/writing at a range of levels.
- Students will take Renaissance STAR reading and math assessments which create a personalized assessment profile to assist staff in knowing and responding to each student's learning level - precisely measuring student progress and growth for each individual. Staff will have essential information promptly about what each student knows.
- Curriculum-Embedded Standards-Based Formative and Summative Assessments: Staff will administer publisher created and locally developed tests designed to measure student achievement on the grade-level standards based curriculum content in core areas such as reading, mathematics, science, and social studies in grades 9 through 12. Students will be assessed after each unit, module/course and at the completion of individual Senior Projects and the final formal presentation to staff, students, and others (parents, partners and/or fellow students). Advancement to subsequent units and modules will require a minimum 80% success rate on the

preceding ones. This may vary based on individual student's ILP and/or additional learning plans, including, but not limited to IEP or 504 Plans.

- Teachers will chart and use assessment/test results as an ongoing guide to student instructional needs to enhance student progress. In order to address the skills needed for success, assessments will be developed to include Webb's Depth of Knowledge (DOK) levels of cognitive demand. Depending on the assignment or assessment question, students may be asked to begin with a simple recall question but then might be asked to build upon that through explanation, analysis, or application.
- Teachers will also use these DOK levels in formative assessments and classroom conversations, small group instruction, and opening and closing activities as well as to create more cognitively engaging and challenging tasks. These levels will be a natural and cohesive part of all curriculum and instruction regardless of content area. These levels will also be in alignment with the California state standards.
- Standardized Assessment(s): YCCA will administer and comply with any California mandated tests: CAASPP and any other statewide or national assessments that are added throughout the life of the charter.
- Portfolio Assessment: Portfolios will be divided into two divisions of learning: Core Academics and Electives. The Core Academic portfolios represent a log of essential learning needed to be college and career ready utilizing state standards for math, science, social science and English Language Arts. Real world literacy, numeracy and integrated technologies are at the core of these portfolios to help prepare our students for the competitive 21st century job market. Students must also present their portfolio to their peers to showcase their core content achievements and illustrate their oral presentation and communication skills.

See Appendix 1 for a list of curriculum, materials, and assessments.

Use and Reporting of Data

The above assessments are designed to align to the mission, exit outcomes, and the curriculum utilized in YCCA. YCCA will utilize the data to identify areas for improvement in the educational program. The Charter will develop an annual performance report based upon the data compiled. The report shall also include:

- Summary data showing student progress toward the goals and outcomes from assessment instruments and techniques as described in this section and an analysis of whether student performance is meeting the outcomes specified by this section. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality;
- A summary of major decisions and policies established during the year, data on the level of parent involvement in the School's governance (and other aspects of the school, if applicable), and summary data from an annual parent and student satisfaction survey;
- Data regarding the number of staff working at the YCCA and their qualifications;
- A copy of the charter's health and safety policies and/or a summary of any major changes to those policies during the year;
- Information demonstrating whether the charter implemented the means listed in the Charter to achieve a racially and ethnically balanced student population;

Yolo County Career Academy Charter School Petition

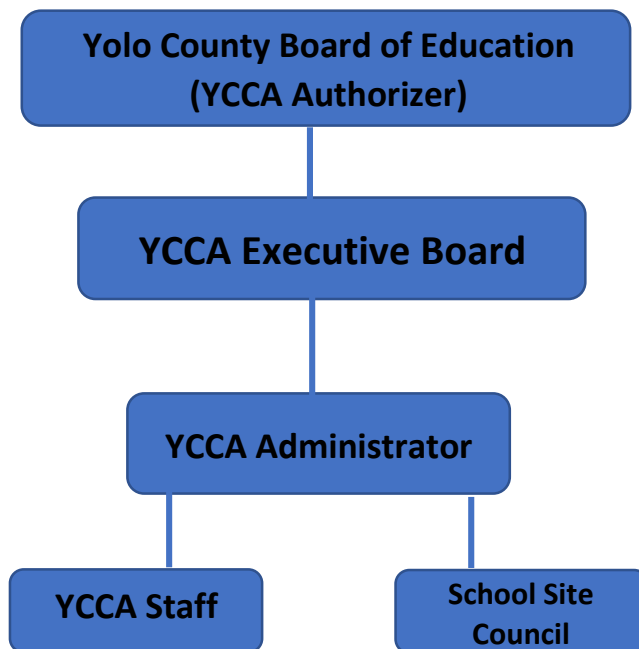
- An overview of the charter’s admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended;
- Analyses of the effectiveness of the charter’s internal and external dispute mechanisms and data on the number and resolution of disputes and complaints; and,
- Other information regarding the educational program and the administrative, legal, and governance operations of the YCCA relative to compliance with the terms of the petition.

YCCA will use the information compiled in the annual performance report to evaluate and improve upon its educational programming as necessary. Annual YCCA performance information will be shared with students, families, and public agencies as appropriate.

ELEMENT D: Governance Structure of School

Governing Law: *The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. Education Code Section 47605(b)(5)(D). Yolo County Career Academy (YCCA) will be a public charter school authorized by the Yolo County Board of Education and administered by YCCA Executive Board.*

YCCA will be non-sectarian in its programs, admissions policies, employment practices, and all other operations; shall not charge tuition; and shall not discriminate on the basis of race, ethnicity, national origin, gender, or disability.



The Yolo County Board of Education will retain roles and responsibilities as defined in Education Code 1040 – 1047 for the Yolo County Career Academy. YCCA will follow applicable policies set forth by the Yolo County Board of Education and the administrative regulations set by the YCCA Executive Board will comply with all applicable federal laws, and state and local laws that are applicable to public charter schools.

Conflict of Interest Regulations

YCCA will be fully in compliance with the conflict of interest regulations of the Political Reform Act Government Code 1090.

YCCA Executive Board

The Executive Board will be established to ensure the school program will be aligned to the charter elements, the Local Control Accountability Plan (LCAP) goals and action/strategies, and the Single Plan for Student Achievement (SPSA) goals. The Executive Board will review, approve the SPSA, monitor its implementation, and evaluate the effectiveness of the planned activities at least annually. The YCCA Executive Board will make decisions on design and other pertinent requirements of the operations of the school. The Executive Board will consist of the Yolo County Office of Education Assistant Superintendent of Instruction or designee, Yolo County Office of Education Director of College and Career Readiness or designee, Yolo County Office of Education Associate Superintendent Administrative Services or designee,

Yolo County Career Academy Charter School Petition

a parent, a student, the Yolo County Workforce Innovation Board Executive Director, and a Business Partner. New members of the Executive Board will be appointment by the existing Executive Board and will serve 3 year terms. Within the first 90 days of operation the YCCA School Site Council will recommend to the Executive Board a parent representative and student representative to serve on the Executive Board. The Executive Board will meet quarterly.

School Site Council

The School Site Council will be an advisory group to the Administrator. As required by California Education Code 52852, the School Site Council will be constituted to ensure parity between (A) administrator or designee, classroom teachers, and other school personnel; and (B) an equal number of students or parents of minors, or other community members selected by parents, and pupils. The School Site Council may make recommendations about issues related to YCCA and participate in reviewing parental and community concerns and opportunities. The Administrator will be responsible for communicating all School Site Council recommendations to the YCCA Executive Board.

Student Engagement

Parent and community involvement in the operation of the school will be an integral factor in ensuring that YCCA addresses the needs, concerns and expectations of the families and communities of our students.

English Learner Advisory Committee

In the event that YCCA enrolls more than 20 English learner students, an English Learner Advisory Committee (ELAC) will be formed. The ELAC will consist of parents, staff, and community members designated to advise YCCA on its English Learner program consistent with California Education Code Sections 35147(c), 52176(b) and (c), 62002.5, and 64001(a).

Teacher/Student Agreements

YCCA shall develop a student teacher agreement (Teacher/Student handbook, Independent Study Master Agreement, and attendance compact) to be approved by the County Superintendent of Schools and presented at the time of the intake interview. At a minimum, the Teacher/Student Contract shall:

- Require students and teachers to complete and return all forms, questionnaires, and other requests for information that may be required by the school;
- Require students to complete all class work and homework the teacher assigns;
- Require teachers to correct and return student assignments with useful comments in a timely manner;
- Require all students to follow the Student Conduct Code and all rules of the program in which they are co-participating;
- Require students and teachers to attend all student-teacher conferences as scheduled by the teacher and/or student; and
- Require students and teachers to follow all rules and procedures as approved by the Yolo Career Academy Executive Board.

Role of the Chartering Authority

As the chartering authority, the Yolo County Board of Education will be responsible for fulfilling its statutory oversight responsibilities as required by law, including the duties identified in Education Code Section 47604.32. The Yolo County Board of Education will be responsible for reviewing and taking action

Yolo County Career Academy Charter School Petition

on charter petition renewal and revision requests, and has the authority to initiate revocation proceedings, if necessary, as provided by Education Code Section 47607.

Legal Organization of the School

YCCA will operate as an independent public charter school. YCCA will maintain an agreement for services with Yolo County Office of Education for college and career readiness, human resources, fiscal and support operation services. The County Office will provide personnel, accounting, and payroll services to YCCA.

ELEMENT E: Qualifications to be Met by Individuals to be Employed

Governing Law: *The qualifications to be met by individuals to be employed by the school. Education Code Section 47605(b)(5)(E).*

Certified Salaries	2018-19	2019-20	2020-21
Number of FTE – Academic Instructors	1.5	3	4
Number of PTE – CTE Instructors	4	6	8
Number of PTE Administrators	1	1	1

Classified Salaries	2018-19	2019-20	2020-21
Number of PTE – Administrative Secretary	1	1	1
Number of FTE – Paraeducators	1	2	2

In accordance with Education Code 47605(d) (1), YCCA shall be nonsectarian in its employment practices and all other operations. YCCA shall not discriminate against any individual (employee or student) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

All YCCA teachers must meet the requirements of state and federal law. Possession of an appropriate California Teaching Credential, Multiple or Single Subject; Must have EL Authorization. Must have possession of a valid Class C California Driver’s License; insured by a valid liability carrier. All teachers must be Every Student Succeeds Act (ESSA) compliant in core areas (English, Math, Science, Social Science) or willing to obtain appropriate certification. English Learners will be served by credentialed teachers holding a Cross-cultural, Language, and Academic Development (CLAD) credential or the equivalent. Classroom or parent volunteers, speakers, outside experts and others may support student learning. They may volunteer their services, be paid as independent contractors or be hired as YCOE employees. Agencies and organizations may provide services to YCCA through contracts. All YCCA staff will be evaluated with the appropriate evaluation forms and process for their classification (i.e. Certificated Management, Classified Management, Certificated Teacher, and Classified evaluation).

Procedures for Background Checks

New employees, employees, and contractors of YCCA will be required to submit to a criminal background check as required by Education Code Sections 44237 and 45125.1. The Administrator or designee shall monitor compliance with this policy and report to the YCCA Executive Board on a regular basis. Volunteers shall be fingerprinted and receive background clearance prior to volunteering.

The following are the legal requirements before the first day of employment at YCCA:

- A valid and current California State Teaching Credential for teaching staff
- State and federal fingerprint clearance as required by law
- I-9 Proof of American citizenship form with a copy of driver’s license and social security card, or other acceptable identification
- A completed Employment Application Packet for all staff
- Copy of teaching credential

- Complete Payroll required forms
- Proof of Tuberculosis clearance

The following types of positions will be employed YCCA:

Administrator

The Administrator will be responsible for planning, organizing, leading, and directing the educational operations, activities, and services of the YCCA at all sites. The Administrator will be supervised by the YCCA Executive Board. The Administrator will be responsible for a wide range of management and administrative responsibilities necessary to provide instructional leadership. These responsibilities include maintaining budgetary oversight; complying with local, state and federal regulations; supervising assigned staff; establishing appropriate relationships with the community and other agencies; and ensuring an effective program of student education.

CTE Teacher

The Career Technical Education teachers will perform as a leader in the designated career pathway. The CTE pathways are designed to develop the knowledge and skills of various occupations and their presentation to outside audiences as used in an employment setting. The CTE Teacher will provide group and individual instruction utilizing the most effective teaching strategies, activities, paraeducators and equipment.

Academic Teacher

YCCA Teachers will be responsible for providing general education (core academic subjects) and special education instructional services for students (special education and regular education) ages 16 and older who had previously separated from school and are returning to earn a high school diploma and to enter a college/career pathway. They ensure compliance with special education regulations, court orders, etc., and processing new students in accordance with requirements. These positions may provide lead support to paraeducators and are under the general supervision of the Administrator for day-to-day operations and program implementation and a special education administrator for guidance regarding IDEA regulations/ compliance. Internships and project- based learning will be featured components.

Paraeducator

Paraeducators will assist classroom teachers in the instruction, supervision, and training of individual or groups of students and perform a variety of related duties in the maintenance of an effective learning environment for students.

Administrative Secretary

The Administrative Secretary will perform a wide variety of clerical and office functions. Under general supervision, employees in this classification perform a variety of responsible secretarial and administrative support duties in support of an administrator and provide general information and assistance to faculty, staff, parents, and the general public.

Career Readiness Specialist

The Career Readiness Specialist will provide support and guidance services to students, including supplemental academic intervention services to support underachieving students. The counselor will also provide information to students, parents of minors, teachers, and administrators to promote a comprehensive decision-making process for the achievement of student educational objectives.

See Appendix 3 for job descriptions.

ELEMENT F: Health and Safety Procedures

Governing Law: *The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school submit to a background check as described in Section 44237. Education Code Section 47605(b)(5)(F).*

The Yolo County Career Academy (YCCA), will adhere to the adopted health, safety, and risk management policies of the YCCA Executive Board. This plan is currently under development and its structural frame will be based upon the existing YCOE Alternative Education Department’s Comprehensive School Safety Plan for Community Schools. These policies are incorporated as appropriate into YCCA’s student, family, and staff handbooks and will be reviewed on an ongoing basis by the staff and administration. These policies will be developed in consultation with insurance carriers and at a minimum will address the following:

Seismic Safety

YCCA assures that school buildings will meet Fire Marshal approval and have been evaluated by structural engineers to present no substantial seismic safety hazard to the extent required by the education code for building requirements pertaining to charter schools.

Natural Disaster Emergency Preparedness

YCCA sites will develop an Emergency Plan handbook to formulate responses to the following natural disasters and emergency situations which may include, but shall not be limited to, fire, flood, earthquake, and other situations that may threaten students or staff.

Immunizations

All students who are 17 years of age will be required to provide records documenting immunizations as required pursuant California Code of Regulations Title 17 Division 1, Chapter 4, Subchapter 8.

Tuberculosis Test

All employees will submit to a Tuberculosis clearance upon hiring and every 4 years.

Drug Free/Alcohol Free/Smoke Free Environment

YCCA will function as a drug, alcohol, and tobacco free workplace.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws.

Auto-Injectors

YCCA will adhere to Education Code Section 49414 regarding the provision and use of emergency epinephrine auto-injectors by trained office staff or volunteers at school.

Facility Safety

YCCA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. YCCA will agree to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. YCCA will conduct fire drills as required under Education Code Section 32001.

Comprehensive Sexual Harassment Policies and Procedures

YCCA will be committed to providing a school that will be free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. YCCA will have a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature will be very serious and will be addressed in accordance with the YCOE's sexual harassment policy.

Health Care and Emergencies

YCCA will recognize the importance of taking appropriate action whenever an accident or illness threatens the safety, health, or welfare of a student at school or during school- sponsored activities. To facilitate immediate contact with parents/guardians or other emergency contacts as appropriate when an accident or illness occurs, YCCA will require current contact information for all students.

See Appendix 4 for Comprehensive School Safety Plan.

ELEMENT G: Means to Achieve a Reflective Racial and Ethnic Balance

Governing Law: *The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).*

YCCA will be committed to serving a diverse student population. The charter school target ethnic balance will be determined by the data below which delineates the cohort demographics for the dropout population in Yolo County.

Table 4: Yolo County Dropout Rates by Ethnicity (2015-16)

Ethnicity	Cohort Dropouts Rate
Hispanic or Latino (any race)	10.2%
American Indian/Alaska Native, Not Hispanic	15.8%
Asian, Not Hispanic	1%
Pacific Islander, Not Hispanic	12.5%
Filipino, Not Hispanic	3.4%
African American, Not Hispanic	14.6%
White, Not Hispanic	5.5%
Two or More Races, Not Hispanic	8%
None Reported	20%

Source: California Department of Education DataQuest, Dropouts by Ethnic Designation by Grade

YCCA recognizes, that due to its unique partnerships, the county-wide geographic reach of its school sites, and its primary goal of serving students who have left or been unsuccessful in other public schools, staff will work collaboratively to develop and deliver unique recruitment strategies. YCCA will implement a student recruitment strategy that includes, but will not be necessarily limited to:

- An enrollment process that will be scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The ongoing development of promotional and informational materials that appeal to various racial and ethnic groups. Advertising will be formatted in Spanish and English.
- The distribution of promotional and informational materials to a broad variety of community groups represented in the district.
- Encouraging WIOA training centers and other community partner organizations to increase community outreach efforts.
- Promotion of an online presence on the school website and social media platforms (Facebook, Twitter, etc.).

YCCA will strive to reflect a balanced representation of the student population in the communities in which it operates.

ELEMENT H: Admissions Requirements

Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).

The YCCA Executive Board shall determine all processes and procedures governing the application, admission, and enrollment at the Yolo County Career Academy (YCCA). All students attending YCCA must follow the application, admission, and enrollment procedures. The application packet for admission to YCCA shall include information that allows students to be informed about the school's operation as a charter school, its education programs, the academic and behavior expectations of students, and the rights and responsibilities of students who wish to become part of YCCA. The application packet shall include:

- YCCA's Mission Statement and a summary of the school's education philosophy.
- A brief description of what charter schools are and how they differ from regular public schools.
- A YCCA Individualized Learning Plan (ILP) to establish needed credits and guide student academic goals.
- A description of YCCA's education program including a school calendar; curriculum; enrichment and extracurricular programs, attendance expectations; grading, testing, and evaluation procedures; and graduation standards (exit outcomes).
- Emergency information contact form.

Student Admissions Criteria, Preferences and Priorities

Assessments shall not be administered prior to acceptance or enrollment. All students will be considered for admission without regard to nationality, race or ethnicity, religion, sexual orientation, gender, gender identity, gender expression, disability, perceived disability or any other characteristic. Should YCCA reach student enrollment capacity students requesting to attend YCCA will be placed on a wait list and will be contacted once space is available.

Conditions of Enrollment

To enroll in YCCA, each student shall first:

- Submit an application
- Attend an orientation and/or meeting with the site administrator and guardian if applicable
- Complete Free/Reduced lunch form if applicable
- Complete enrollment forms including emergency information cards and behavior contracts
- Provide records documenting immunizations as required by public schools
- Provide a full roster of prior schools the student attended allowing YCCA to access student's school records and test results

ELEMENT I: Financial Audits

Governing Law: *The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(l). An annual independent financial audit of the books and records of the Yolo County Career Academy will be conducted as required by Education Code Sections 47605(b)(5)(l) and 47605(m).*

The books and records of YCCA will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The YCCA Executive Board will work with the contracted fiscal service providers to annually approve the selection of an independent auditor. The YCCA Administrator or designee will assist in the facilitation of the audit. The auditor will have, at a minimum, a CPA and educational institution audit experience and approval by the State Controller on its published list as an educational audit provider.

The Charter will work with the contracted Fiscal Services County Office staff to ensure timely and accurate information will be shared with the auditors to ensure the report will be timely and complete. YCCA will fully comply with Education Code and policy and procedures to ensure there are no findings in the audit. The YCCA-audited data shall be submitted to the State Controller and to the State Superintendent of Public Instruction by the 15th of December of each year. The Administrator or designee, along with the audit committee, will review any audit exceptions or deficiencies and report on recommendations on how to resolve them.

The YCCA Executive Board will submit a report to the State and or the County Board of Education as appropriate describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the Board along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be addressed using the dispute resolution process contained in this Charter. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel in accordance with applicable law. The independent financial audit of YCCA will be public record to be provided to the public upon request. In addition, pursuant to Ed Code Section 47604.3, YCCA will promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records.

ELEMENT J: Pupil Suspension and Expulsion

Governing Law: *The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).*

This section should include a section for Suspension Procedures including conference, notice to parents/guardians and the expulsion process including hearing as well as provisions for suspension of students with disabilities. Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).

YCCA will develop and maintain a comprehensive set of student discipline policies aligned with YCCA Board Policy 5114. These policies will clearly describe the YCCA's expectations regarding, among other things: attendance, mutual respect, substance abuse, violence, safety, and work habits. Each YCCA student or parent/guardian of minor students will be required annually to verify that they have reviewed the policies with their student/s and that they understand the policies. Each adult student will also be required annually to verify that they have reviewed and understand the policies.

YCCA's policies will provide all students with an opportunity for due process and will be developed to conform to applicable federal law regarding students with exceptional needs. YCCA will notify the Yolo County Office of Education of any expulsions and will include suspension and expulsion data in its annual performance report. Prior to suspension or expulsion, appropriate disciplinary steps will be taken. These steps may include, but will not be limited to, denial of privileges or access to activities. In certain cases, students may be allowed to continue limited independent studies while under suspension. Students, and in applicable cases, parents or guardians, will be informed of the reasons for any disciplinary action in writing and of their due process rights and appeal procedures.

In accordance with California Education Code 48900, a YCCA student may be suspended from school or recommended for expulsion if the YCCA Administrator and/or YCCA Executive Board determines that the student has committed any of the following acts while on school grounds or while going to or coming from school:

- Caused, attempted to cause, or threatened to cause physical injury to another person;
- Willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which will be concurred by the Administrator or the designee of the administrator.
- Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stolen or attempted to steal school property or private property.
- Knowingly received stolen school property or private property.
- Committed an obscene act or engaged in habitual profanity or vulgarity.

Yolo County Career Academy Charter School Petition

- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia.
- Possessed an imitation firearm.
- Committed or attempted to commit a sexual assault.
- Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- Engaged in an act of bullying, including but not limited to, bullying committed by means of an electronic act.

YCCA acknowledges the responsibility of each student, parent, volunteer, faculty, staff, and administrator to contribute to the well-being of the community by demonstrating responsibility and accountability for individual and group actions. It will be YCCA's goal to enhance the quality of relationships, the quality of learning, and the quality of the community through shared responsibility.

Suspension and Expulsion / Due Process: Students with Disabilities

Services During Expulsion

Any student with a disability who is expelled shall continue to receive services during the term of the expulsion to the extent necessary to provide the student a free and appropriate public education. Any alternative program must provide services to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.121, 300.520)

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP team meeting shall be convened.

Suspension of Expulsion

The Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

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

The Administrator or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

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

See Appendix 5 for Uniform Complaint Procedure and Board Policies.

ELEMENT K: Staff Retirement System

Governing Law: *The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).*

Governing Law: The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).

YCCA classified and certificated staff will reflect the contractually agreed upon salary and benefits schedules. The financial compensation for school employees will include a base salary that will be competitive with like jobs.

Staff members of YCCA will be covered by the State Teachers' Retirement System (STRS) and the Public Employees' Retirement System (PERS) in the same fashion as are all employees of the Superintendent. All employer contributions required by STRS, PERS, and Social Security, as applicable, will continue to be made by the Superintendent. The YCCA also will continue to make contributions for workers' compensation insurance, unemployment insurance and any other employer payroll obligations. All established policies and procedures for ensuring employee's due process rights, resolving complaints or grievances, and for staff recruitment, selection, evaluation, and termination will be followed. As contracted by the YCCA Executive Board, the YCOE Human Resources and Administrative Services departments will be responsible for ensuring that all appropriate arrangements for the above actions are carried out.

ELEMENT L: Attendance Alternatives

Governing Law: *The public school attendance alternatives for pupils residing within the school district who choose not to attend The Charter School. Education Code Section 47605(b)(5)(L).*

No pupil shall be required to attend Yolo County Career Academy. Students who opt not to attend YCCA may attend other district schools or adult schools, as allowed.

ELEMENT M: Description of Employee Rights

Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in The Charter School, and of any rights of return to the school district after employment at The Charter School. Education Code Section 47605(b)(5)(M).

No public school employee shall be required to work at Yolo County Career Academy (YCCA). Any employee of the Yolo County Office of Education (YCOE) who chooses to leave their existing position at YCOE to work at YCCA shall have the right to apply for a transfer into any open position for which they are qualified and will follow the policies and procedures outlined in their bargaining unit MOU, including existing collective bargaining agreements regarding sick/vacation leave, continuation of service credit, and other benefits as appropriate for their position.

Employees will be paid according to the appropriate certificated or classified salary schedule for their position. Employees shall be informed of their rights through the provision of the Collective Bargaining Agreements to all new hires. As contracted services, the YCOE Administrative Services department will be responsible for the payment of social security and applicable taxes for YCCA employees.

Employees of a local educational agency who resign from employment to work at YCCA and who later wish to return to a local educational agency shall be treated the same as any other former employee seeking reemployment in accordance with the local educational agency policy, applicable law, and applicable collective bargaining agreements. The YCCA shall not have any authority to confer any rights of return on a local educational agency's employees.

See Appendix 6 for Bargaining Unit Agreements.

ELEMENT N: Dispute Resolution Process

Governing Law: *The procedures to be followed by The Charter School and the entity granting the charter to resolve disputes relating to the provisions of the charter. Education Code Section 47605(b)(5)(N).*

The YCCA will agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. All parties shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Dispute Resolution

The intent of this dispute resolution process will be to (1) ensure a fair and timely resolution to disputes, (2) minimize the oversight burden on the YCCA Executive Board, and (3) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters. YCCA and the YCCA Executive Board agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section.

If a dispute arises between the Yolo County Board of Education, as authorizing entity, and YCCA Executive Board relating to provisions of this Charter, the following procedures will be followed: The Presidents of the Yolo County Board of Education and the YCCA Executive Board, or their respective designees, will meet to discuss the area of dispute. If the dispute is not resolved informally, the parties may, by agreement, engage the assistance of a third- party mediator to assist in resolving the dispute. Nothing herein shall interfere with the authority of the Yolo County Board of Education to issue a written notice of violations or initiate revocation proceedings in accordance with the provisions of Education Code Section 47607.

Internal Dispute

Issues between students, teachers, parents/caregivers, applicant families, volunteers, advisors, workforce partners, and other community members associated with the school should be resolved in-house in an amicable and fair manner whenever possible. The Administrator will be responsible for resolving all conflicts through a process that emphasizes the common goals and interests of the parties involved. The YCCA Executive Board will be the appellate body.

Except for those matters to which the Parties mutually agree pursuant to Education Code Section 47611.5, any dispute related to the provisions of YCCA shall be resolved as follows:

Uniform Complaints

Complaints alleging (1) unlawful discrimination; or (2) failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid program, career technical and technical education, child care and development programs, child nutrition programs, special education programs, and federal school safety planning requirements shall be investigated pursuant to the Uniform Complaint Procedures utilized by the YCCA.

For disputes involving employees, the Administrator of YCCA and the YCCA Executive Board designee shall meet with the YCCA employee representative to discuss any issue or disagreement related to one or more YCCA employees. After a full discussion of any such issue, the YCCA Executive Board designee shall have ten (10) working days to render a final and binding written decision setting forth the resolution of the issue. (5 CCR Section 4600)

Employee Issues

Oversight, Reporting, and Revocation

The YCOE may inspect or observe any part of the school at any time. The inspection, observation, monitoring, and oversight activities shall be performed by YCOE. If the Yolo County Board of Education believes it has cause to revoke this charter, the Board agrees to notify YCCA writing, noting the specific reasons for which the charter may be revoked, and grant YCCA reasonable time to respond to the notice and take appropriate corrective action.

Other Issues

In all other matters, any disagreement not resolved by the Administrator, may be appealed to the YCCA Executive Board through a formal written statement. After a full discussion of any such issues with the complaining party and the Executive Board shall have ten (10) working days to render a final and binding written decision setting forth the resolution of the issue.

See Appendix 5 for Board Policies and Uniform Complaint Procedures.

ELEMENT O: Labor Relations

Governing Law: *A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(O).*

All employees will be considered the exclusive employees of the YCCA for the purposes of the Education Employment Relations Act (EERA), unless otherwise mutually agreed in writing. Years of service credit will be approved by the YCCA Executive Board and will follow applicable collective bargaining unit agreements. Employment by YCCA will provide rights to employees as outlined in the applicable collective bargaining agreement. YCCA shall comply with the EERA.

ELEMENT P: Closure of Charter School

Governing Law: *A description of the procedures to be used if the Charter School closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(P).*

Documentation of Closure Action

The decision to close the Yolo County Career Academy (YCCA), for any reason, will be documented by an official action of the Yolo County Board of Education in accordance with applicable law. The action will identify the reason for the school's closure. The County Superintendent of Schools or his designee will act as the designated entity responsible to conduct closure-related activities. All required records, including a list of students in each grade level and the classes they have completed, together with information on the students' district of residence, if applicable, will be provided to the Superintendent or his designee. All pupil records, state assessment results, and any special education records will be maintained by the Superintendent, as required by law, except for records and/or assessment results that the law may require to be transferred to a different entity.

If feasible to do so, while still maintaining a viable and appropriate educational program, charter school closure will occur at the end of an academic year. Mid-year school closures will be avoided if possible, and the charter school and charter authorizer will work together to ensure that an appropriate, viable, and legally compliant education program continues until the end of the school year. YCCA will provide advance notice to the Yolo County Board of Education, involved community members and partners, students, teachers, independent contractors, and community of any consideration for Board action of school closure of at least nine months prior to any action, unless unfeasible to do so.

Notification to the California Department of Education, SELPA, and State Board of Education

YCCA will send a notice of the school closure to the Charter Schools Unit at the California Department of Education, and the State Board of Education. The notification will include the following information:

- Charter school name, charter number, and CDS code;
- Date of closure action;
- The name(s) and contact person(s) for information regarding closure;
- The pupils' districts of residence, if applicable; and
- The manner in which a student may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

Notification to Parents and Students

Students attending YCCA will be notified as soon as possible when it appears school closure may be imminent. The notification will include information on assistance in transferring the student to another appropriate school, and a process for the transfer of all student records. Students will be provided with a packet of student information that may include the closure notice, grade reports, discipline records, immunization records, completed courses and credits that meet graduation requirements and college entrance requirements, etc. that will facilitate transfer to another school, if appropriate for the student. YCCA will communicate with parents of adult students only under written permission of the student.

Notification to Receiving Districts

YCCA will notify any school district that may be responsible for providing education services to former students so the receiving district(s) will be prepared to assist in facilitating student transfers.

Student and School Records Retention and Transfer

YCCA will have a process for the timely transfer of student records to the students' district of enrollment or other school to which the student will transfer. YCCA will assist students in the transfer to other appropriate schools and facilitate the transfer of all student records.

Financial Close-Out

YCCA will commence an independent audit as soon as practicable, or at least within 60 days after the closure of the school, which may coincide with the regular required annual audit of the school. The purpose of the audit will be to determine the net assets or net liabilities of the school. The assessment will include an accounting of all the school's assets, including cash and accounts receivable and an inventory of property, equipment receivable, which may include reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation. The audit will also assess the disposition of any restricted funds received by or due to the School. The cost of the audit may be considered a liability of YCCA.

In addition to a final audit, YCCA will submit any required year-end financial reports to the California Department of Education, the Yolo County Board of Education, and the County Superintendent of Schools in the form and within the time-frame required. These reports will be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

Dissolution of Assets

Upon completion of the closeout audit, YCCA administration and the Superintendent will develop a plan for the repayment of any liabilities in conformity with the Suggested Process for Charter School Closures (11/19/01), published by the California Department of Education. Any net assets remaining after all debts and liabilities of charter school (i) have been paid to the extent of the school corporation's assets, or (ii) have been adequately provided for, shall be returned to YCOE.

FINANCIAL DETAILS

Governing Law: *The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).*

Budget and Financial Reporting

The Yolo County Career Academy (YCCA) will implement a fiscally sound operational model, based on the following documents included in Appendix 7.

1. Budget assumptions
2. Projected first-year budget
3. Financial projections for first three years of operation

These documents are based upon the best data available to the YCCA petitioners at this time, including the most recent financial projections under the Local Control Funding Formula.

18-19 Enrollment	18-19 Revenue	19-20 Enrollment	19-20 Revenue	20-21 Enrollment	20-21 Revenue
50	\$716,623	100	\$1,373,508	110	\$1,403,336

The budget takes into the following costs for 2018-19:

2018-2019 Budgeted Expenses	
Total Certificated Salaries	\$251,557
Total Classified Salaries	\$45,102
Total Employee Benefits	\$88,509
Total Books and Supplies	\$9,200
Total Services and Other Operating Expenditures	\$204,357
Total Expenses	\$598,725

2019-2020 Budgeted Expenses	
Total Certificated Salaries	\$500,767
Total Classified Salaries	\$121,731
Total Employee Benefits	\$185,917
Total Books and Supplies	\$101,500
Total Services and Other Operating Expenditures	\$279,913
Total Expenses	\$1,189,828

Yolo County Career Academy Charter School Petition

2020-2021 Budgeted Expenses	
Total Certificated Salaries	\$523,233
Total Classified Salaries	\$130,502
Total Employee Benefits	\$206,256
Total Books and Supplies	\$151,750
Total Services and Other Operating Expenditures	\$302,588
Total Expenses	\$1,314,329

The student enrollment projections will result in revenues of \$716,623 and expenditures of \$598,724. This will result in a budget surplus of \$117,899 in year 1. In the second year, YCOE anticipates \$1,373,508 in funding, \$1,189,828 in expenditures, leaving a surplus of \$183,680. In its third year, YCCA is projecting to receive \$1,403,336 in funding and expend \$1,314,329, leaving a surplus of \$89,007.

Fund Balance	2018-19	2019-20	2020-21
Net Increase (Decrease) in Fund Balance	\$117,899	\$183,680	\$89,007

These funding projections are based almost solely on funding from ADA. The charter will also pursue funding from other sources, such as Federal and State workforce development projects, private donors, etc.

See Appendix 7 for Budget Assumptions, Multi-Year Projection, and Cash-Flow Analysis.

YCCA shall provide reports to the Yolo County Office of Education (YCOE) as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the YCOE:

- 1) By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
- 2) By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.3.
- 3) By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of YCCA’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the YCOE, State Controller, State Department of Education and the Yolo County Superintendent of Schools.
- 4) By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- 5) By September 15, a final unaudited report for the full prior year. The report submitted to the YCOE shall include an annual statement of all receipts and expenditures for the preceding fiscal year.

YCCA will provide reporting to the YCOE as required by law and as requested by the YCOE including but not limited to the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the Local Control Accountability Plan (LCAP).

Yolo County Career Academy Charter School Petition

YCCA agrees to and submits to the right of the YCOE to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607. Pursuant to Education Code Section 47604.3, YCCA shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the YCOE.

Oversight

Pursuant to California law, the YCOE will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the YCOE may charge for the actual costs of supervisorial oversight of YCCA not to exceed one (1) percent of the revenue of YCCA. The YCOE may charge up to three (3) percent of the revenue of YCCA if YCCA is able to obtain substantially rent-free facilities from the County. Pursuant to Education Code Section 47613(f), "revenue of YCCA" is defined as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

CONCLUSION

By approving this petition for the establishment of the Yolo County Career Academy Charter School, the Yolo County Board of Education will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning, create new professional opportunities for teachers, and encourage the creation of charter schools. As asserted in the charter school's mission, we are committed to offering the youth of Yolo County a high-quality educational program that empowers students to earn a high school diploma while acquiring college and career readiness skills that lead to engaged citizens, highly skilled workers and leaders in our community.

The YCCA petitioners pledge to work cooperatively with the Yolo County Board of Education to answer any concerns related to this petition and to present the strongest possible proposal requesting a five- year term to begin operation July 1, 2018. Upon the granting of this charter, YCCA will provide written notice of the approval and a copy of the petition to the California Department of Education and the State Board of Education.

Adult Education Resources:

The Yolo County Career Academy (YCCA) will provide high school equivalency support for students who are credit deficient and would like to pursue the HiSET exam as part of their educational goals. Students will be offered the HiSET exam as it is offered in an online format as well as a paper and pencil exam. Some students may have challenges with taking an online exam so offering the additional formats may assist with anxiety and other potential barriers. YCCA will collaborate with Woodland Adult Education for official HiSET testing.

Books:

The YCCA staff will utilize the Educational Testing Services (ETS) Official Guide to the HiSET Exam to assist students with preparing for the exam. Staff will also have access to HiSET Exam Resource books in all 5 subject areas written for strategies when working with adults. All staff will have workbooks for students to use in preparation for the HiSET.

Materials:

YCCA staff will have access to a variety of materials including online and paper resources. An example of online materials are described in the table below.

Objective	Suggested Materials	Classroom Activities
<p>Language Arts</p> <ul style="list-style-type: none"> • Reading • Writing <p>Help students become familiar with HiSET exam expectations by guiding them through the HiSET website to the provided resources.</p>	<p><u>HiSET® Tutorial Video</u></p> <p><u>HiSET® Test-taker Flyer (PDF)</u></p> <p><u>HSE Letter to Test Takers (PDF)</u></p> <p><u>HiSET® 2016 Test at a Glance (PDF)</u></p> <p><u>New HiSET® 2016 Scored Sample Writing Responses (PDF)</u></p> <p><u>New HiSET® 2016 Writing Response Scoring Guide (PDF)</u></p> <p><u>Essay Rubric for Instructors (PDF)</u></p> <p><u>Sample Essay Prompt (PDF)</u></p>	<p>Have candidates watch the <i>HiSET®</i> Tutorial Video and read the HSE letter and the test-taker flyer. Address questions or concerns.</p> <p>Help students understand the expectations for the Writing subtest by going through the suggested materials and addressing questions and comments. Ask students questions such as, "What are two things your essay should include to receive a passing score?" Possible student responses include,</p> <ul style="list-style-type: none"> • a clear and developed position • context for your ideas and claims • multiple unbiased perspectives • evidence drawn from provided text • formal style and objective tone <p>Extension: Have students select a rubric descriptor to focus on in their writing. Help them develop a plan for improving the selected skill independently. Have candidates respond to the Sample Essay Prompt prior to moving on to the HiSET Practice Tests.</p>
<p>Show students how to interpret pre- and post-test results and look for other support resources, starting with the HiSET website.</p>	<p><u>Free HiSET® Practice Test 1, 2 or 3</u></p> <p><u>HiSET® Practice Test Results: Are You Ready to Take the Exam? (PDF)</u></p> <p><u>HiSET® Study Companion (PDF)</u></p> <p><u>Khan Academy HiSET® Instructional Support Videos and Exercises (PDF)</u></p> <p><u>CBAL™ Quick Math Practice system</u></p>	<ul style="list-style-type: none"> • After having students take one of the free practice tests, ask a volunteer to explain how he or she arrived at the correct answer to one of the questions. Have other students share alternate solutions and facilitate the discussion to look for any repeated class errors. • Help students interpret their practice test results. • Guide students to use multiple preparation resources such as the study companion, the free Khan Academy HiSET videos and the Quick Math mathematics practice system, CBAL.

http://hiset.ets.org/s/p/resource_roadmap.pdf

Curriculum:

YCCA staff will have access to a variety of adult education basic education curriculum used throughout the adult education sites in Woodland, West Sacramento, and Davis. All YCCA students who identify the HiSET as their educational goal will complete the HiSET practice tests for all 5 testing areas to determine needed areas of focus. Each student will complete with their instructor an educational roadmap for areas to work on and assignments. Students will have access to the Aztec High School Equivalency test preparation software. Teachers will be able to track a student’s progress through the Aztec Software.

Assessments:

HiSET Computer and Paper-delivered Tests	Number of Test Questions	Content	Test Length
Language Arts - Reading	40 Questions	100% Multiple Choice	65 Minutes
Language Arts - Writing	51 Questions	Part 1: 100% Multiple Choice Part 2: 100% constructed-response/essay	Total length 120 Minutes
Mathematics	50 Questions	100% Multiple Choice	90 Minutes
Science	50 Questions	100% Multiple Choice	80 Minutes
Social Studies	50 Questions	100% Multiple Choice	70 Minutes
		Total Test Time	7 hours and 5 Minutes

YCCA Books and Materials for Core Coursework (High School Instructional Materials)		
Subject	Book Title	Publisher
English Language Arts		
	Timeless Voices, Timeless Themes	Pearson – Prentice Hall
	World of Vocabulary” series; A California Reading/Writing Review	Globe Fearon
	Impact Short Stories (and other readers)	Glencoe/McGraw-Hill
	English Skills Practice	Global Fearon
	Various Short Stories and Novels	American Reading Company
	A-G Approved Course	Odysseyware
ELD		
	Edge ELD Levels A, B	Hampton-Brown
	Various Short Stories and Novels	American Reading Company
Mathematics		
	Holt California Mathematics, Algebra Readiness	Holt, Rinehart & Winston
	Pre-Algebra	Glencoe/McGraw Hill
	Key to Algebra, Key to Percentages, Key to Fractions, Key to Decimals	Key Curriculum Press
	Mathematics for Carpentry and the Construction Trades	Pearson
	A-G Approved Course	Odysseyware
History-Social Studies		
	The Americans	McDougal Littell
	Modern World History	McDougal Littell
	“History Case Studies” series	Pearson/Prentice Hall,
	Economics	AGS
	United States Government	AGS
	A-G Approved Course	Odysseyware
Science		
	Earth Science, California Edition	Pearson
	Glencoe Biology	Glencoe McGraw Hill
	Glencoe Chemistry	Glencoe McGraw Hill
	A-G Approved Course	Odysseyware

Delivery of Instruction

A competency based blended model with direct instruction in core academic subjects (California State Standards/Common Core), Career Technical Education (CTE) and A-G approved online learning resources. All students will have personal learning plans that will drive their academic and career goals. Students will work on collaborative projects, learn from experts in the local industry, travel to local businesses to experience first-hand what they are learning in the classroom and finally, begin to prepare for all post-secondary opportunities.

Both CTE and Core Academic teaching partners will work collaboratively to lesson plan, create projects, organize activities with the business community, create assessments and develop work-based learning opportunities for their

students. This contextual learning approach includes community-based classroom practices and will enable students to learn by doing, providing the opportunity to develop relationships with potential employers in the community. Career pathway focused advisories will be coordinated by the career ready specialist and YCCA teachers and delivered to students on a weekly basis. All YCCA students completing their educational program will have earned a Career Ready Certificate after successful completion and presentation of their project based portfolio to business and community partners.

POLICY 0300
YOLO COUNTY SPECIAL EDUCATION
LOCAL PLAN AREA (SELPA)
LOCAL COMPLIANCE ASSURANCES

POLICY:

The Yolo County SELPA has been formed by member public school agencies to assure access to special education and services for all individuals with exceptional needs residing in the geographic area served by the participating member agencies. The Superintendents' Council is responsible for monitoring the approved plan to verify that each participating Local Education Agency (LEA) carries out the duties and responsibilities assigned to it within the plan. A combination of factors must be reviewed to determine the quality of a program or service or the degree to which an agency is compliant with the intentions of the law. As the State monitors LEAs and takes action to encourage and enforce compliance, it is incumbent upon SELPAs to precede State sanction with prevention and intervention activities. Through monitoring of the practices of LEAs, the SELPA can support LEA efforts, with targeted prevention activities and appropriate intervention, when necessary.

This policy is designed to identify the combination of factors that will be monitored by the LEAs, SELPA, and the State to ensure that responsibilities are met and to assure the level of support is provided by the SELPA.

Reference: EC 56205(i)
20 USC §1400, 1412 (a)(11)
29 USC §794

Superintendents' Council

Adopted: April 16, 2008
Second Reading: April 16, 2008
First Reading: January 16, 2008

PROCEDURE 0300

YOLO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

LOCAL COMPLIANCE ASSURANCES

PROCEDURES:

The State has identified indicators on the State Performance Plan (SPP), State test scores, Compliance Review, Quality Assurance Program, Complaint Outcomes, Hearing Outcomes, Pupil Count, Self Review, and Maintenance of Effort as some of the activities that will be monitored for compliance and potential State intervention. Local Education Agencies (LEAs) and the SELPA will monitor these areas as well. When a combination of characteristics is present, the SELPA will provide specific support. The goal is to recognize the exemplary practices, with commendations and target SELPA resources in support of LEAs requiring assistance, while assuring that the practices of one LEA are not detrimental to other LEAs or the SELPA as a whole.

I. Compliance Commendation

- a. No significant non-compliance findings identified
 - b. Report data sources complete and provided in a timely manner
 - c. Dispute outcomes below Statewide levels
 - d. No issues identified by the State
- SELPA Support
 - Monitors data
 - Provides general training
 - Recognizes exemplary practices by sharing with other LEAs

II. Operational Non-Compliance

- a. Non-compliance issues identified
- b. Report data sources complete and provided in a timely manner
- c. Dispute outcomes below Statewide levels
- d. No significant issues identified by the State from self-review process

PROCEDURE 0300

LOCAL COMPLIANCE ASSURANCES (Continued)

- SELPA Support
 - Monitors data and notifies special education administrator and business manager
 - Assists with development and implementation of corrective action plan or improvement plan
 - Provides general training

III. Substantial Non-Compliance

- a. Corrective action plan requires the SELPA involvement
- b. Data incomplete or not provided in a timely manner
- c. Dispute outcomes above the Statewide levels
- d. State involved in on-site review and identification of non-compliant issues

- SELPA Support
 - Notifies LEA superintendent and the Superintendents' Council
 - Provides technical assistance
 - Assists with development and implementation of corrective action plan or improvement plan
 - Provides specific training
 - Delay monthly deposit of special education funding until reports, overdue after the State deadlines, are provided

IV. Systemic Non-Compliance

- a. Corrective action plan with outstanding issues after 3-12 months
- b. Data incomplete or not provided in a timely manner
- c. Dispute outcomes above the Statewide average and clusters of issues identified
- d. Multiple issues with performance among the lowest 15% as determined by the State
- e. State involved in on-site corrective action plan or improvement plan

- SELPA Support
 - Notifies Yolo County Office of Education (YCOE) Superintendent, LEA Superintendent, and the Superintendents' Council

PROCEDURE 0300

LOCAL COMPLIANCE ASSURANCES (Continued)

- Directs assigned SELPA program specialist to support implementation of elements of the corrective action plan to focus on technical assistance, specific training and monitoring of outcomes
- Delay monthly deposit of special education funding until reports, overdue after the State deadlines, are provided

V. State Sanctions

- a. Corrective action plan with outstanding issues after 12 months
 - b. Data incomplete or not provided in a timely manner
 - c. Dispute outcomes above the Statewide average and clusters of issues identified. Orders, agreements, or corrective action not implemented
 - d. Multiple issues with performance among the lowest 15% of the State with no substantial improvement over time
 - e. State involved in on-site corrective action plan or improvement plan including but not limited to assignment of an external monitor, court order, or the withholding of funds
- SELPA Support
 - Notifies YCOE Superintendent, LEA Superintendent, and the Superintendents' Council
 - Withholds funds from the specified LEA reflective of State action impacting the SELPA allocation
 - Directs assigned SELPA program specialist to support implementation of elements of the corrective action plan to focus on technical assistance, specific training and monitoring of outcomes
 - Delay monthly deposit of special education funding until reports, overdue after the State deadlines, are provided

Superintendents' Council

Adopted: April 16, 2008

Second Reading: April 16, 2008

First Reading: January 16, 2008

POLICY 0420.4

**YOLO COUNTY SPECIAL EDUCATION
LOCAL PLAN AREA (SELPA)**

CHARTER SCHOOLS

POLICY:

**PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS
VOLUNTARILY ENROLLED IN CHARTER SCHOOLS**

This Charter School Policy (“Policy”) applies to all charter schools that are chartered by a Local Education Agency (LEA) that is a member of the Yolo County Special Education Local Plan Area (SELPA) or chartered on appeal by the Yolo County Board of Education. This Policy also applies to any charter schools that are chartered by the State Board of Education for which oversight responsibilities have been assigned to a member of the SELPA.

Reference: EC § 56000 *et seq.*;
20 U.S.C. 1400 *et seq.* (Individuals with Disabilities Education Act (IDEA))

Superintendents’ Council

Adopted: May 16, 2007

First Reading: May 16, 2007

Second Reading: May 16, 2007

PROCEDURE 0420.4

YOLO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

CHARTER SCHOOLS

PROCEDURES:

General Requirements for All Charter Schools

Students enrolled in charter schools are entitled to special education and related services provided in a similar manner to students enrolled in other public schools. Thus, charter schools within the SELPA shall comply with all applicable State and Federal laws regarding the provision of special education and related services. (Educ. Code § 56000 *et seq.*; 20 U.S.C. 1400 *et seq.* (Individuals with Disabilities Education Act (IDEA)). Children with disabilities enrolled in charter schools and their parents shall retain all rights under the Individuals with Disabilities Education Act (IDEA).

A charter school petition will be denied unless it includes appropriate assurances that special education instruction and/or services shall be provided to all eligible students enrolled in the charter school, in accordance with State and Federal law and the SELPA Local Plan (“Local Plan”). In addition, a charter school’s admission criteria shall not discriminate against any pupil on the basis of disability. Charter schools must delineate in their charter petition and/or memorandum of understanding (MOU) the entity responsible for providing special education instruction and related services. This petition and/or MOU must describe any anticipated transfer of special education funds between the granting LEA and the charter school and any provisions for sharing deficits and/or proration factors in funding. This document must affirm, in writing, that the district where the student resides, if different than the chartering LEA, is not responsible for providing special education services to students that are enrolled in the charter school.

All approved charter schools will be deemed public schools within a school district unless the charter school applies to the SELPA to become an LEA for the purpose of providing special education and satisfies the same criteria as other LEAs requesting to join the SELPA. The charter school petition must also state that prior to final approval of a request to be deemed an LEA, the charter school will be deemed a public school within the chartering or responsible SELPA-member school district.

PROCEDURE 0420.4

CHARTER SCHOOLS (Continued)

Type of Charter School

With regard to the provision of special education and related services, charter schools may be deemed either: (1) an LEA; or (2) a public school within the chartering or responsible school district. The manner in which a charter school receives funding for special education services, participates in the SELPA's governance structure, and is responsible for provision of special education and related services, is based on whether the charter school is deemed an LEA or a public school within a SELPA-member school district.

A charter school that is its own LEA will participate in the governance of the SELPA and receive state and federal funding for special education in the same manner as other school district members of the SELPA. An LEA charter school is also responsible for all costs and liabilities arising from or relating to its special education programs and obligations.

A charter school that is deemed a public school within a SELPA-member school district will participate in state and federal funding in the same manner as other schools within the chartering or responsible member school district.

Charter schools, as well as member districts, shall continue to adhere to all provisions of the Local Plan, including but not limited to, the following:

- Compliance Monitoring and Oversight Responsibilities.
- Share in SELPA Deficits.
- Accessing Regionalized Services.
- Local Plan Development.
- Assurances of Services
- State Eligibility Criteria for Special Education Identification.
- Policy and Procedure Development within the SELPA.
- Community Advisory Committee Requirements.

PROCEDURE 0420.4

CHARTER SCHOOLS (Continued)

SELPA Involvement With Approval and Renewal of Charters

Prior to approval of a new charter school, or renewal of an existing charter school, the petitioner shall consult with both the superintendent or designee of the chartering LEA and the SELPA Director to ensure that the charter school petition sufficiently addresses district and SELPA requirements and timelines as they relate to special education. The petition presented must provide assurances that all eligible students enrolled in the charter school will receive appropriate special education and related services in accordance with State and Federal law and the Local Plan. The charter petition shall provide assurances that no student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or the charter school's inability to serve the student. The SELPA will be available to provide consultation on the potential fiscal impact and benefit that may be associated with granting the requested charter. Each charter petition must contain a reasonably comprehensive description of the charter school's educational program, as it relates to the provision of special education services, including, but not necessarily limited to, the following:

- The specialized instruction and services available at the charter school;
- The procedures for ensuring that students are referred, assessed and served in a timely manner;
- Assurances that staff members providing special education services are appropriately credentialed;
- Assurances that the facility used by the charter school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs;
- Disenrollment, suspension and expulsion policies and procedures must ensure that the protections of federal and state law are afforded to special education and Section 504 eligible students; and

PROCEDURE 0420.4

CHARTER SCHOOLS (Continued)

- Dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA, regarding the provision of special education services in the charter school.

The California Department of Education points of legal clarification are as follows:

- The Local Plan, which allows inclusion of charter schools that request to be deemed an LEA member of the SELPA, cannot establish additional criteria or preconditions, beyond those applicable to member districts, for admission of a charter school.
- The Local Plan, which allows inclusion of charter schools that request to be deemed an LEA member of the SELPA, must allow any charter school in the state that is “deemed to be an LEA”, to apply to join the SELPA as a member district (LEA).

The Local Plan, which allows inclusion of charter schools that request to be deemed an LEA member of the SELPA, shall comply with all state and federal laws regarding special education.

Chartering or Responsible LEAs Role With Regard to Non-LEA Charter Schools

The chartering LEA should develop and adopt the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students in the regular programs administered by the chartering LEA. For non-LEA charter schools, the chartering LEA shall:

- Receive all applicable special education funds as specified in the SELPA's Assembly Bill (AB) 602 Funding Allocation Plan. The allocation per Average Daily Attendance (“ADA”) for these charter school students will be the same as that received by the chartering LEA, if chartered by a district. If the chartering LEA is a County Office of Education, the allocation for students enrolled in the charter school will be equal to the average allocation per ADA of member districts within the SELPA.

PROCEDURE 0420.4

CHARTER SCHOOLS (Continued)

- Represent the needs of charter schools, like other schools within the LEA, in the SELPA governance structure. The chartering LEA shall be responsible for ensuring that all eligible students are appropriately served. The chartering LEA shall be responsible for procuring and funding appropriate special education services, even though the student may live within another district in Yolo County or another county contiguous to Yolo County. The chartering LEA may contract for these services with public or private educational entities.
- When a charter school student lives outside the boundaries of the chartering LEA, the district in which the child lives shall have no responsibility to provide services or pay excess costs.
- The chartering LEA and the charter school may enter into agreements whereby the charter school is billed for excess costs associated with providing special education services to identified students, including the administration of special education programs, and any other costs associated with educating charter school special education students.
- The charter school may also be held fiscally responsible for an equitable share of any encroachment on the chartering LEAs funds that is created by the provision of special education services throughout the chartering LEA.

Charter Schools as an LEA within the SELPA

A charter school may apply to become an LEA for the purpose of special education services. The application process for a proposed charter school LEA will be the same as any other LEA wishing to be a member of the SELPA. Application must be made to the SELPA by January 1 of the school year preceding the school year in which the charter school anticipates operating as an LEA within the SELPA. Once granted LEA status, a charter school will participate in the governance of the SELPA in the same manner as other SELPA members. The representative to the Superintendents' Council and the Joint Program Administrators Committee (PAC) and Chief Business Officials (CBO) Advisory Committee (Joint PAC/CBO Advisory

PROCEDURE 0420.4

CHARTER SCHOOLS (Continued)

Committee) must be the Chief Executive Officer, Program Director, and Chief Business Officer respectively. The Superintendents' Council will make the final determination whether the charter school has the capacity and intent to meet all requirements of an LEA.

Once deemed an LEA, the charter school will be responsible for and entitled to the following:

- Policies and procedures that assure compliance with all State and Federal laws related to special education (ages birth to 22).
- Meet the terms of State and Federal law and the Local Plan regarding Identification, Referral, and Placement.
- Meet the terms of State and Federal law and the Local Plan regarding Procedural Safeguards.
- Meet the terms of State and Federal law and the Local Plan regarding Regionalized Services.
- Meet the terms of State and Federal law and the Local Plan regarding students in Hospitals, Licensed Children's Institutions and Juvenile Court/Community Schools.
- Meet the terms of State and Federal law and the Local Plan regarding Costs of Programs and Services, including transportation.
- Meet the terms of State and Federal law and the Local Plan regarding excess costs of Regionalized Services.
- Provide assurances that each certificated employee is appropriately credentialed to serve in his/her assignment.
- Provide necessary staff as required to meet Federal and State mandates
- Utilize SELPA approved forms.

PROCEDURE 0420.4

CHARTER SCHOOLS (Continued)

- Place special education students in programs administered by other SELPA members only with either inter or intra-SELPA permits and/or inter-district permits.
- Name one representative to the Superintendents' Council and two for the Joint PAC/CBO Advisory Committee.
- Participate in and receive regionalized services in the same manner as other districts within the SELPA.
- Receive State and Federal funding for special education in accordance with the SELPA resource allocation plan.
- Document that all State and Federal special education funds apportioned to the charter school are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of Federal, State, and local funds apportioned to charter schools.
- Contribute to, participate in, and receive the benefits of reimbursement from the SELPA Nonpublic School and Legal Pool in the same manner as other members.
- Receive State and Federal funding for special education in accordance with the SELPA AB 602 Funding Allocation Plan. The LEA charter school will be entitled to special education allocations that are based on the school's ADA at the average rate received by member districts.
- Any available federal funds will be disbursed one year in arrears and calculated based on applicable special education counts, in the same manner as other members of the SELPA.
- Be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints, and attorney fees.

PROCEDURE 0420.4

CHARTER SCHOOLS (Continued)

- Special education apportionment must be used solely for the purpose of providing special education instruction and/or services to identified students with disabilities. Any apportionment not used for provision of special education will be reviewed by the Superintendents' Council and Joint Advisory Committee for potential recapture and/or reallocation of funds.

Participation in the SELPA Governance Structure by an LEA Charter School

An LEA charter school must designate its Chief Executive Officer to participate directly on the Superintendents' Council, though, under certain circumstances, it may be able to designate another individual as its representative, in accordance with SELPA policies and procedures and/or the Local Plan.

The Superintendents' Council is responsible for generating and revising the Local Plan and for establishing those administrative policies as may be required to ensure successful operation of the Local Plan. Input into the Local Plan is provided through the Community Advisory Committee, general educators, and administrators.

Policy needs are brought to the attention of the SELPA Director and presented to the Joint PAC/CBO Advisory Committee for review. Policies are formulated and proceed through the approval process. The Joint PAC/CBO Advisory Committee has representation from each LEA in this process.

Policies shall be kept current and reviewed annually. All policies of the Yolo County SELPA shall conform to the provisions of the California Education Code and California Code of Regulations as they relate to the Yolo County SELPA Local Plan.

Reference: EC § 56000 *et seq.*;
20 U.S.C. 1400 *et seq.* (Individuals with Disabilities Education Act (IDEA))

Superintendents' Council

Adopted: May 16, 2007

First Reading: May 16, 2007

Second Reading: May 16, 2007

**POLICY 3100.70
METHOD OF DISTRIBUTION OF FUNDS**

**YOLO COUNTY SPECIAL EDUCATION
LOCAL PLAN AREA (SELPA)**

AB 602 ALLOCATION PLAN

A. ALLOCATION METHODOLOGY

1. For the purposes of this section, revenue is defined to be those funds received by the SELPA Administrative Unit (AU), including: state aide, special education property taxes, and the federal Individuals with Disabilities Education Act (IDEA) Basic Local Assistance grant. This is intended to encompass all AB 602 base plus ongoing equalization, (Cost of Living Adjustment (COLA), growth and Special Disability Adjustment funding, excluding AB 602 program funds and low incidence funds. For the purposes of this section, this will be referred to as the AB 602 apportionment.
2. The SELPA AU is the designated recipient of the AB 602 apportionment on behalf of the member Local Education Agencies (LEAs). All references to LEA(s) shall include any member LEA charter school(s). The AB 602 Allocation Plan does not apply to non-LEA charter schools which are considered to be a school of the chartering LEA for purposes of special education.
3. In this section, revenue does not include specific grants allocated to the SELPA AU by the State of California, nor does it include federal grants, except the IDEA Basic Local Assistance grant allocated to the SELPA AU. Additionally, revenue does not include those funds allocated directly to a SELPA member by any agency including, but not limited to grants, Medi-Cal billings, revenue limits, and block grants.
4. For the 2018-2019 fiscal year, an implementation factor of 75% will be applied to the AB 602 Allocation Plan methodology. Full implementation of the AB 602 Allocation Plan methodology will begin in the 2019-2020 school year.

B. OVERVIEW

1. The Yolo County SELPA Joint Program Administrators' Committee/Chief Business Official (PAC/CBO) Advisory Committee has identified Regional Priority Allotment Programs and designated Yolo County Office of Education (YCOE) to operate said programs. Regional Priority Allotment Programs will be funded with AB 602 apportionment off the top.

2. Esparto Unified School District and Winters Joint Unified School District annually will receive a small district supplement, up to \$300,000, which will be allocated based on prior year's P2 Average Daily Attendance (ADA). Small district supplement funds may be used for: residential placement expenditures; fee for service program expenditures; and/or legal fees. In a given year, if Winters or Esparto do not need the entire \$300,000 small district supplement, unallocated funds would be rolled into the Nonpublic School (NPS) Reimbursement Pool.
3. The SELPA AU will retain 2.5% of the AB 602 apportionment to fund a certified NPS Reimbursement Pool. SELPA member LEAs will have the ability to request from the SELPA a partial reimbursement of their annual NPS costs with adherence to the following guidelines:

By July 31st, each LEA will submit to the SELPA an NPS reimbursement claim which details the NPS name and identification code, student name, and the total annual cost of the placement for the prior fiscal year.

An LEA may not request reimbursement for an NPS placement unless that placement was first approved by the SELPA. Each LEA's NPS cost claim will be reimbursed based on a proration factor determined by dividing the NPS Reimbursement Pool total value (revenue) by the total of the LEAs' cost claims for that fiscal year. These reimbursements will be paid to each LEA within 30 days of receiving all the cost claims. The NPS Reimbursement Pool will be funded with AB 602 apportionment off the top.

4. The Yolo SELPA will provide an equalization adjustment for SELPA member LEAs who underutilize the Regional Priority Allotment Equalization Programs (i.e., the infant program, special day classes for students who are severely disabled, and elementary special day classes for students who are deaf or hard of hearing (DHOH). Underutilization will be determined by comparing the percentage of students from each LEA participating in the Regional Priority Allotment Equalization Programs to each LEA's *expected usage* of these programs. *Expected usage* is the number of pupils who could be enrolled in Regional Priority Allotment Equalization Programs, which is determined by calculating the percentage of the district's ADA divided by the SELPA's total prior year P2 Average Daily Attendance (ADA). See exhibit A. For LEAs with a negative difference between their expected usage and actual enrollment in the Regional Priority Allotment Equalization Programs, the difference in the number of students will be multiplied by the average cost of the Regional Priority Allotment Equalization Programs. This product will be applied back to any LEA underutilizing the Regional Priority Allotment Equalization Programs. The equalization adjustment will be funded with AB 602 apportionment off the top.
5. The balance of the AB 602 apportionment not allocated as a Regional Priority Allotment or off the top allocation, as described above, shall be shared by all district member LEAs on a flat amount per prior year P2 ADA.

6. Annually, by August 31st, each LEA in the Yolo County SELPA shall provide to the SELPA an accounting of its prior year actual Special Education expenditures related only to those services mandated by a student's IEP. Any AB 602 revenues previously allocated to the LEA through the SELPA AB 602 Allocation Plan that are in excess of the documented Special Education IEP expenditures shall be returned to the SELPA for redistribution to the other LEAs whose documented Special Education IEP expenditures are in excess of their AB 602 revenues. The excess AB 602 revenue will be allocated back on a per ADA basis to those LEAs that demonstrate excess Special Education costs.

C. YOLO COUNTY SELPA PROGRAMS

1. The Regional Priority Allotment Programs, operated by YCOE, include the following programs and services as identified by the Yolo County SELPA Joint PAC/CBO Advisory Committee:
 - Special Day Classes for Students who have Severe Disabilities
 - Elementary Special Day Classes for Students who are Deaf or Hard of Hearing (DHOH)
 - Low Incidence (DHOH, Visually Impaired (VI)/ Orientation and Mobility (O&M)) Itinerant Services
 - Assistive Technology/Orthopedically Impaired Itinerant Services
 - Dan Jacobs/Juvenile Hall/Alternative Education Resource Specialist Provider (RSP) Itinerant Teacher
 - Adapted P.E. Itinerant Services
2. Infant Services will continue to be funded through the J-50 unit allocation model with YCOE as the mandated operator. Excess costs will be paid using the AB 602 apportionment off the top.
3. The Yolo County Office of Education, as program operator for the Regional Priority Allotment Programs, may make mid-year budget adjustments to meet student needs as long as budget adjustments cumulatively over the course of the year do not exceed the amount in the Yolo County SELPA's 5% program reserve. The Yolo County Office of Education will bring forward mid-year budget adjustments, which do not exceed the Yolo County SELPA's 5% program reserve, to the Yolo County SELPA Joint PAC/CBO Advisory Committee as an information item. Then, an adjusted estimate will be presented to the Yolo County SELPA Joint PAC/CBO Advisory Committee annually at 2nd interim. Mid-year budget adjustments, in excess of the Yolo County SELPA's 5% program reserve, will to be brought to the Yolo County SELPA Joint PAC/CBO Advisory Committee and then to the Superintendents' Council for consideration.
4. Additional services, that are IEP driven (i.e., sign language interpreters, 1:1 para professionals, 1:1 licensed vocational nurses, home instruction, related mental health services), outside of the Regional Priority Allotment Programs will be provided and paid for off-the-top.

5. Changes in services resulting from State/Federal mandates will be reviewed by the Joint PAC/CBO Advisory Committee for recommendation to the Superintendents' Council.
6. Annual Reviews
 - a. The Yolo County SELPA Joint PAC/CBO Advisory Committee shall review the AB 602 Allocation Plan and formula at least annually and make recommendations to the SELPA Superintendents' Council as appropriate.
 - b. YCOE shall make available to the SELPA Superintendents' Council its prior year unaudited actual expenditures for the operation of Regional Priority Allotment Programs no later than April of each year.

D. FEE FOR SERVICE NOTATION

In addition to the Regional Priority Allotment Programs, the Yolo County SELPA Joint PAC/CBO Advisory Committee has identified additional regional programs and designated YCOE to operate said programs. These programs will operate on a fee for service model. The Yolo County SELPA Joint PAC/CBO Advisory Committee determined the regional programs not included in the Regional Priority Allotment Programs currently designated to be operated by YCOE are:

- Horizon
- Adult Living Skills (Davis)
- Autism K-12

Additional services, that are IEP driven (i.e. sign language interpreters: 1:1 para professionals, 1;1 licensed vocation nurses, home instruction, related mental health services), will be provided by YCOE and paid for by the student's district of residence.

E. PROGRAM RESERVE

- Maintain a 5% reserve.
- Unexpended annual funds, which have been allocated through SELPA apportionment revenue to YCOE AB 602 allocation, shall be first allocated to a YCOE reserve account not to exceed 5% of current year YCOE programs' total expenditures.
- This reserve shall be reimbursed annually, as needed, at the start of the fiscal year and maintained by YCOE to guard against unforeseeable circumstances.

F. PROGRAM SPECIALIST/ REGIONALIZED SERVICES FUNDING

Beginning with the 2013-14 fiscal year, the Program Specialist/Regionalized Services (PS/RS) funding has been rolled into the Special Education AB 602 funding base, per legislative action. The SELPA will fund the SELPA AU based on the SELPA AU’s actual budget, up to 5% of the AB 602 apportionment, for operating expenses.

Additionally, the Yolo County SELPA Personnel Development Grant allocation of \$13,220, which has also been rolled into the Special Education AB 602 based on legislative action, shall continue to be allocated to the SELPA.

Reference: EC §56205-56208

Superintendents’ Council

Revision Adopted:
Revision Adopted: 05/08/2017
Revision Adopted: 05/22/2015
Revision Adopted: 06/27/2012
Revised and Approved: 05/21/2008
Revision Adopted: 06/20/2007
Revised Second Reading: 06/20/2007
Revised First Reading: 05/16/2007
Adopted: 12/13/2006
Second Reading: 11/15/2006
First Reading: 06/21/2006

Exhibit A – With Sample Data

Off-the-Top (Multiple Disability, DHH, Infant, Itinerant Services)						Average YCOE Regional SDC Off-the-Top Plus Infant Program Cost				
	Multiple Disability	DHH	Infant	YCOE itinerant services (i.e., APE, HI, AT, RS)	Total	Program Usage	Multiple Disability	DHH	Infant	Average Program Cost
Davis	4	3	12		19	16.67%	\$53,638.00	\$92,421.00	\$3,125.00	\$49,728.00
Esparto	3	0	5		8	7.02%				
Washington	16	1	14		31	27.19%				
Winters	2	2	3		7	6.14%				
Woodland	24	8	17		49	42.98%				
Total	49	14	51		114	100.00%				
						2016-2017 P2 ADA 27,858.37				
District Portion of the SELPA vs. YCOE Regional SDC Off-the-Top Program Use										
	2016-17 P2 ADA	District Portion =2016-17 P2 ADA/27,858.37	Program Usage		Difference					
Davis	8226.45	29.53%	16.67%		-12.86%	A district at this time with utilization under the district proportion.				
Esparto	890.26	3.20%	7.02%		3.82%					
Washington	7734.77	27.76%	27.19%		-0.57%	A district at this time with utilization under the district proportion.				
Winters	1470.66	5.28%	6.14%		0.86%					
Woodland	9536.23	34.23%	42.98%		8.75%					
Total	27858.37	100.00%	0.00%		0.00%					

District Portion of the SELPA vs. YCOE Regional SDC Off-the-Top Program Use					
	2016-17 P2 ADA	District Portion =2016-17 P2 ADA/27,858.37	Program Usage		Difference
Davis	8226.45	29.53%	16.67%		-12.86%
Esparto	890.26	3.20%	7.02%		3.82%
Washington	7734.77	27.76%	27.19%		-0.57%
Winters	1470.66	5.28%	6.14%		0.86%
Woodland	9536.23	34.23%	42.98%		8.75%
Total	27858.37	100.00%	0.00%		0.00%

29.53% of 114 total kids in YCOE Regional SDC Off-the-Top Programs =	33.66368169
For Davis, based on enrollment, 33.66 students could be "expected" to be in Off-the-Top Programs. Davis has 19 students in these programs so 14.66 additional students could be "expected" to be enrolled.	
Equalization Adjustment = (# students * Average Program Cost)	\$729,195.56
27.76% of 114 total kids in YCOE Regional SDC Off-the-Top Programs =	31.65166447
For Washington, based on enrollment, 31.65 students could be "expected" to be in Off-the-Top Programs. Washington has 31 students in these programs so 0.65 additional students could be "expected" to be enrolled.	
Equalization Adjustment = (# students * Average Program Cost)	\$32,405.97

YOLO COUNTY CAREER ACADEMY

CLASS TITLE: TEACHER

BASIC FUNCTION:

Under the direction of a Director, Principal, Vice Principal, instruct alternative education, special education, and Career Technical Education students individually, and in small groups, and whole class direct instruction in accordance with YCCA Executive board policies and procedures; develop and implement Individualized Education Plan and Personal Learning Plan (PLP) goals, assess students, and coordinate programs to increase independence and functioning in society, socially, vocationally and academically.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Design and implement curriculum and lesson plans based on state content and performance standards; provide for individualized and group instruction; schedule instructional periods; assess student progress; teach various subjects utilizing specialized software as necessary; maintain related records.

Instruct students with special needs regarding individualized tasks to implement and achieve IEP goals.

Participate as a member of multi-disciplinary IEP/PLP teams; attend IEP/PLP meetings; provide input to goals; conduct pre- and post-assessments and perform other data collection; prepare reports and maintain inter-agency and district contacts regarding IEPs and PLPs.

Perform specialized physical health care procedures as trained and assigned and in accordance with specialized training provided by a health specialist; as trained and qualified, operate and instruct students and staff in the use of various apparatus to assist in mobility and to lift and position students.

Assure the proper implementation of objectives for each student by trained individuals in accordance with IEPs.

Teach self-help skills involving personal hygiene; teach recreational/leisure skills.

Design and implement appropriate behavior management techniques for use in instructional and disciplinary purposes.

Plan and supervise field trips to the community for shopping, enrichment, or self-help teaching purposes or to other sites consistent with instructional objectives.

Arrange with other teachers and monitor the integration of students in regular school classrooms.

Interact with parents; conduct initial interviews and conferences with parents; discuss student progress with parents on an on-going basis.

Teacher - continued

Administer and monitor state and local student assessments.

Train and provide work direction and guidance to assigned assistants and specialists.

Participate in a variety of special project teams and committees; participate in teacher and staff meetings and other in-service training programs.

Prepare a variety of reports for parents, police, probation departments, community agencies, administration and others.

Provide job coaching, vocational training and other skills.

Provide CPR and first aid as necessary.

OTHER DUTIES:

Perform related duties as assigned.

ALTERNATIVE EDUCATION OPTION:

Teach multiple subjects in a charter school program, community school, or juvenile hall including classroom and/or job site settings with students typically ages 16 through 24 years' old

Advise students and parents regarding academic and career issues; refer students and parents to appropriate agencies for family and substance abuse issues.

Maintain contact and partnerships with school districts, probation departments, other County agencies and the courts; refer regarding drug and alcohol intervention needs.

For student work-based classes, work/supervise students in the field/work sites including walking long distances and teach/participate during weeklong trips to work sites.

Requirement: Valid appropriate California Teaching Credential.

Teach visually impaired children to move safely and independently.

Orient students to new environments; take students on community lessons.

Travel from site to site to assist students in walking independently from one location and to use proper guide skills.

Requirement: Valid appropriate California Teaching Credential.

RESOURCE SPECIALIST OPTION:

Provide direct instruction in academic, career and vocational development to Resource Specialist Program students on a one-to-one or small group basis.

Teacher- continued

Provide instruction to RSP students in one or more schools. Travel from school to school as required.

Assess student's performance levels, using a variety of appropriate instruments, in cooperation with other specialists.

Provide staff development services to teachers and other staff.

Requirement: Valid appropriate California Teaching Credential.

CTE OPTION:

Provide job coaching and work experience opportunities for students.

Align curriculum with state academic and industry standards.

Coordinate advisory committee and partner with post-secondary on articulation agreements.

Requirement: Valid appropriate California Teaching Credential.

Requirement: Valid appropriate California Teaching Credential.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

California State Adopted Standards and assessment instruments.

Principles, theories, practices, methods and techniques used in curriculum development and classroom instruction for assigned program.

Classroom procedures and appropriate student conduct.

Child guidance principles and practices related to children and adult students with special education needs.

Problems and concerns of students with special needs.

Curriculum and lesson plan development to meet IEP/IFSP/ILP or other educational goals.

Equipment operation related to special education students.

Terminology involved in special education or alternative education programs.

Principles of training and providing work direction.

Proper lifting techniques.

Interpersonal skills using tact, patience and courtesy.

Applicable sections of the State Education Code and other applicable laws.

Research methods and report writing techniques.

Basic computer operation.

First aid and CPR.

IEP/IFSP/ILP process.

Behavior modification techniques.

Student and parent rights with respect to alternative education and special education programs.

Teacher- continued

ABILITY TO:

Perform specialized procedures to assist high-risk students.

Instruct special education or alternative education students in individualized tasks to achieve IEP/IFSP/ILP goals.

Understand and relate to children with special needs.

Operate and demonstrate the use of laboratory materials and equipment.

Monitor and evaluate student progress.

Train and provide work direction to others.

Establish and maintain cooperative and effective working relationships with others.

Maintain records and prepare reports.

Compile and verify data and prepare reports.

Maintain current knowledge of program rules, regulations, requirements and restrictions.

Analyze situations accurately and adopt an effective course of action.

Interact effectively and sensitively with individuals from diverse backgrounds and demonstrate an understanding, patient and receptive attitude toward children.

Maintain confidentiality of student information.

Work independently with little direction.

Meet schedules and time lines.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree and additional certification related to students served.

LICENSES AND OTHER REQUIREMENTS:

Valid appropriate California Teaching Credential.

Some positions within this classification may require specialized skills such as sign language or Braille.

Some positions in this class may be itinerant and travel from site to site. Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

Alternative education, regular education and community work environments including indoor and outside environments under varied weather conditions.

Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

Lifting and moving students and equipment which involves lifting up to 50 pounds.

Reaching overhead and above shoulders.

Pushing wheelchairs.

Hearing, speaking and/or signing to exchange information and provide instruction.

YOLO COUNTY CAREER ACADEMY

CLASS TITLE: PARAEDUCATOR

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist certificated teaching staff and other specialists in providing instruction to individuals or small groups of students assigned to alternative education programs/services, participating in a variety of instructional support duties in multiple settings; reinforce, monitor and report on student progress regarding behavior and instructional performance, as directed by the certificated staff; perform a variety of clerical duties as assigned.

NOTE: Paraeducators may be assigned within any and all programs as needed to meet the needs of the students.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Assist certificated teaching staff in providing and reinforcing instruction to individuals or small groups of students in a variety of classroom and educational settings; utilize recommended methods of instruction and communication modalities to achieve goals and objectives set forth in the Individual Education Plan (IEP) and/or California State Standards, who are English proficient, non-English proficient or limited English proficient within general and special education classrooms.

Perform clerical duties including maintaining records, student data sheets and records of student progress; prepare a variety of reports including written legal reports regarding students removed from school for disciplinary reasons, reports for probation officers, and special incident reports regarding action and safety of students as necessary.

Communicate with teachers, specialists and therapists concerning strategies, programs and materials to meet student needs; serve as a liaison for certificated staff and other specialists regarding parent questions and concerns; collaborate with team member to support students' needs and progress.

Assist teachers in the instruction and supervision of students with behavior or emotional problems; observe and manage behavior and interactions of students according to approved procedures; report progress regarding student performance and behavior.

Operate office equipment such as but not limited to a copier, fax machine, computer and laminator as necessary.

Assist with the instructional environment including indoor and outdoor; lead and monitor playground activities and movement education/physical education; set up work areas, displays and exhibits, operate audio-visual equipment, operate educational training equipment; distribute and collect materials and supplies; prepare educational materials and correct student assignments.

Paraeducator – continued

Assist in the planning for and completing the inventory of supplies, collect, assemble and distribute materials and equipment to meet the learning needs of the students; order instructional materials, when necessary.

Adhere to all health and safety practices and procedures; assist in maintaining a clean and orderly classroom and indoor and outdoor learning environment.

Respond to students with seizures or other medical conditions needing monitoring, specialized response protocols or instructed interventions for their participation in the school day; document seizures or other identified conditions per protocols or interventions and complete required record keeping.

Assist and supervise students in individual and group settings including indoor and outdoor environments within the school campus, community based instruction, field trips, and job locations for skill development; transport students as assigned.

Accompany alternative education students to general education classrooms when needed for successful integration; assist general education teacher in adapting and modifying classroom materials and instruction for use by students.

Accompany special education and alternative education students to an alternative space or room when they are in crisis; using Special Education Local Plan Area (SELPA) or school approved de-escalation techniques and approaches, assist students in resolving problems; and redirect students.

Assist students in the use and care of various orthopedic devices including performing simple maintenance tasks on wheelchairs, walkers, and other equipment or other assistive devices; as appropriate and as needed; under direction and guidance of certificated staff and specialists.

Assist and supervise students in the use of classroom computers, educational technology and adaptive equipment; set up equipment for use; and assist students with electronic communication devices as needed.

Demonstrate respect and dignity to all students; attend to the educational, emotional, physical and overall safety of students who are non-ambulatory, have limited mobility, or independently mobile; are verbal, non-verbal, or use alternative communication system, promoting safe independence to the extent possible.

Provide appropriate supervision and continue educational instruction and program for students regardless of the presence of the professional staff.

Attend and participate in staff meetings, in-service training programs and other meetings as assigned.

Perform special feeding and positioning techniques as prescribed; administer specialized health care procedures; administer prescribed medication to students under the direction of teacher, therapist, nurse, or specialists.

Paraeducator – continued

Provide instruction and academic support to students in all core standard and modified curriculums in subject areas aligned to California State Standards including pre-algebra and algebra, English, language arts, etc. for students working toward achieving a California high school diploma, GED, or certificate of completion.

OTHER DUTIES:

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Sign language may be required for some positions.

Braille may be required for some positions.

General needs, problems, learning styles, and requirements of students with behavior and emotional problems and special needs students.

Child guidance principles and practices.

Principles of group behavior and dynamics.

Basic core standard curriculum subjects taught in schools, including arithmetic, pre-algebra and algebra, grammar, spelling, language arts and reading.

Safe practices in classroom, on playground, at indoor/outdoor activities, and on school campuses.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Oral and written communication skills demonstrating correct use of English.

Interpersonal relations skills using tact, patience and courtesy.

Record-keeping techniques.

Classroom procedures and conduct.

Basic universal health care practices and techniques.

Emergency school procedures and practices.

ABILITY TO:

Assist certificated staff with instruction and related activities of the assigned learning environments.

Assist students in developing independence, self-help and social skills.

Understand and follow oral and written directions.

Learn the procedures, functions and limitations of assigned duties.

Establish and maintain effective working relationships with others including students, parents, faculty and the public.

Communicate effectively both orally and in writing with students, parents and adults.

Operate various instructional, therapeutic and office equipment.

Establish and implement consistent, firm, and appropriate limits.

Learn, apply, interpret and explain specialized mathematics, reading, writing and other tests for students.

Follow and modify lesson plans to fit individual student needs.

Demonstrate a patient, respectful understanding and receptive attitude toward students with special needs, including those with disruptive emotional characteristics.

Understand and apply rules, regulations, policies and procedures.

Use educational technology appropriately.

Paraeducator – continued

Perform clerical duties such as filing, duplicating and maintaining records. Perform basic health care services for students with special needs.

EDUCATION AND EXPERIENCE:

High school diploma or equivalent. Experience in teaching, care and assistance with students or individuals with special needs.

LICENSES AND OTHER REQUIREMENTS:

Some positions may be required to possess sign language skills.

Some positions may be required to provide evidence of sign language proficiency skills as measured by an outside state approved EIPA, ESSE or NAD/ACC exam with a score of 3.0 or better.

Some positions may be required to possess Braille skills.

Incumbents are required to pass a basic skills proficiency exam.

Some positions may be required to translate (written and orally) in a designated second language. Some positions in this class may be itinerant and/or require travel from site to site or with students during school day.

Valid California driver's license.

Basic First Aid and valid CPR certificate issued by an authorized agency.

WORKING CONDITIONS:

ENVIRONMENT:

Classroom environments for general and special education students and a variety of school campuses.

Indoor and outdoor environments, such as but not limited to public or private community sites and field trip locations, job sites, and other school related event locations and environments. Travel in vehicles (i.e. car, school bus, van, public transportation) as required.

PHYSICAL DEMANDS:

Lifting and carrying moderately heavy equipment, materials, and supplies.

Lifting students who weigh up to 50 lbs. (up to 20 lbs. for Dan Jacobs), participate in team lift of students who weigh over 50 lbs.

Dexterity of hands and fingers to manipulate specialized apparatus and standard office and classroom equipment as well as grasp and hold equipment and students safely.

Bending at the waist, kneeling, squatting, stooping or crouching to assist students.

Seeing to read, with or without visual aids, a variety of materials and computer screens and visually supervise student activities.

Hearing and understanding speech at normal room levels and on the telephone.

Speaking in audible tones so that others may understand clearly in normal conversations, in training sessions, and meetings.

Drive a vehicle to transport students as assigned.

Accompany students on school bus, van, or public transportation.

Standing or sitting for extended periods of time.

Pushing or pulling students in wheelchairs, sling lifts, standards, etc., and/or guiding use of orthopedic equipment and supports, such as but not limited to walkers, pacers, etc.

YOLO COUNTY CAREER ACADEMY

CLASS TITLE: ADMINISTRATIVE SECRETARY

BASIC FUNCTION:

Under the direction of an assigned supervisor, perform secretarial and clerical work related to the assigned department; assist the administrator with administrative matters requiring knowledge of department policies and procedures and related YCCA rules and regulations; plan, organize and coordinate office activities and communications for the assigned site or department; train and provide work direction to staff.

DISTINGUISHING CHARACTERISTICS:

This is the mid-level classification in the secretarial family. The Administrative Secretary works under minimal supervision. The Administrative Secretary is distinguished from the Secretary in that daily work assignments are more varied and require the incumbent to possess and utilize comprehensive knowledge of the department or site.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Perform secretarial and clerical work related to the function and programs to which assigned; plan, organize and coordinate activities to assist the administrator in administrative matters.

Train and provide work direction to staff; monitor and coordinate the work of others to insure accuracy and timely completion of assignments; participate on interview panels as requested.

Organize and coordinate office workflow to assure the proper and timely completion of work; monitor and adjust assignments to assure work is completed in accordance to established standards and procedures.

Greet visitors and answer telephones; provide information or redirect visitors and callers to appropriate personnel; provide detailed information and answer questions regarding YCCA programs, policies, procedures and regulations; respond to inquiries and complaints or refer to appropriate personnel.

Organize and establish filing and record-keeping systems; sort and route mail and correspondence for administrator's personal reply or signature.

Assists in monitoring and maintaining fiscal records of State and federal grants as assigned; assist in preparing and maintaining budget and other financial records for assigned programs and functions; requisition office supplies and materials to assure adequate inventory levels; record expenditures for equipment, supplies and maintenance; arrange for payments, purchase orders and other expenditure documents; make budget adjustments as necessary.

Operate a computer, assigned software and other standard office equipment as assigned.

Administrative Secretary - Continued

Perform various personnel related activities including review and process of time sheets, receiving and processing staff attendance/absence request forms, and monitoring the substitute list and notifying teachers of availability of substitutes.

Assure timely communications between YCCA employees and County, State and federal agencies; make telephone calls to receive and transmit information; type memos, bulletins, letters and notices.

Compose, prepare and distribute correspondence, handouts, meeting agendas and other materials independently or from oral instructions; prepare and maintain a variety of records, flyers, lists and other materials; file materials according to established procedures; type a variety of materials including inter-office communications, requisitions, forms, letters, special project reports, and other materials as directed.

Schedule, arrange and confirm appointments and meetings and maintain the administrator's calendar; arrange travel reservations and accommodations; facilitate and coordinate various events for assigned programs; schedule workshops, reserve conference rooms and arrange for refreshments for various meetings as assigned.

Attend a variety of meetings as required; prepare and send out notices of meetings; prepare agendas, minutes and packets; collect and compile information for meetings, projects and workshops; distribute minutes.

OTHER DUTIES:

Compile reports from a variety of sources; assist in organizing materials for special projects; research and compile information and compute statistical information for federal, State and County Office reports.

Assist staff and/or parents with needs and concerns.

Monitor and distribute keys to staff.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Policies, objectives and terminology of assigned program or functional area.

Principles and practices of training and providing work direction to others.

Applicable sections of the State Education Code and other applicable laws.

Operation of computer equipment and assigned software.

Modern office practices, procedures and equipment.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Financial and statistical record-keeping techniques.

Basic budget monitoring and control methods.

Oral and written communications skills.

Interpersonal skills using tact, patience and courtesy.

Administrative Secretary - Continued

Telephone techniques and etiquette.

ABILITY TO:

Perform responsible secretarial and clerical work related to assigned functions and programs.

Organize, coordinate and oversee office activities.

Train and provide work direction to other staff.

Learn applicable sections of the State Education Code and other applicable laws.

Make arithmetic calculations quickly and accurately.

Interpret, apply and explain rules, regulations, policies and procedures related to assigned office. Plan and organize work.

Meet schedules and time lines.

Maintain a variety of records including statistical and financial data.

Operate a microcomputer, computer terminal and related software applications to enter data, maintain records and generate reports.

Type at an acceptable rate of speed.

Compose correspondence and written materials independently or from oral or written instructions.

Work independently with little direction.

Establish and maintain effective working relationships with others.

Maintain records and prepare reports.

Communicate effectively both orally and in writing.

Schedule and coordinate arrangements for travel, meetings, workshops and conferences.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school and three years of increasingly responsible secretarial or clerical experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

Constant interruptions.

Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

Hearing and speaking to exchange information in person and on the telephone.

Dexterity of hands and fingers to operate a computer keyboard.

Sitting for extended periods of time.

Seeing to read a variety of materials.

Reaching overhead, bending at the waist, kneeling or crouching to file materials.

YOLO COUNTY CAREER ACADEMY

CLASS TITLE: PRINCIPAL—ALTERNATIVE EDUCATION

BASIC FUNCTION:

Under the direction of the YCCA Executive Board plan, organize, control and direct the provisions of Alternative Education services in support of the YCCA schools and programs; research, analyze and evaluate service delivery models; manage and oversee the day-to-day operations of an assigned site; interpret and apply federal, State and local district compliance with laws and regulations related to Alternative Education and assigned areas; supervise the performance of assigned personnel.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Plan, organize, control and direct the provisions of Alternative Education services in support of the YCCA schools and programs; manage services and activities of multiple classes and services for students.

Interpret, apply and assure compliance with federal, State and local district laws and regulations related to Alternative Education and assigned areas.

Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; provide supervision and support to education staff at various sites throughout the County.

Provide technical expertise, information and assistance to the YCCA Executive Board regarding assigned functions; assist in the formulation and development of policies, procedures and programs; identify resource needs; recommend and implement policies and procedures; research, analyze and evaluate service delivery models; recommend appropriate service and staffing levels.

Facilitate Individualized Education Planning (IEP) and 504 accommodation meetings regarding placement, services, change of placement or discharge of children in area of responsibility.

Assist teachers in the preparation of individualized programs for pupils; observe, consult with, and assist teachers as needed in service delivery development.

Manage and oversee the day-to-day operations of assigned site, including facility needs, space allocation and site development.

Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel; assure timely and accurate submission of reports to State and federal authorities.

Principal—Alternative Education - Continued

Provide grant administration oversight for active alternative education initiatives and facilitate sustainability planning.

Communicate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information; negotiate and resolve significant and controversial issues.

Develop and prepare the annual preliminary budgets for assigned programs; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations; direct and implement adjustments as necessary.

Facilitate DLAC committee and assure English Learner (EL) supports to students.

Provide responsible staff assistance to the YCCA Executive Board; prepare and present staff reports and other necessary correspondence; conduct a variety of organizational studies, investigations and operational studies.

Operate a computer and assigned software programs; operate other office equipment as assigned; drive a vehicle to various sites to conduct work.

Attend and conduct a variety of meetings as assigned; make presentations as directed; participate on a variety of boards and commissions.

OTHER DUTIES:

Maintain current knowledge of new trends and innovations in the fields of Alternative Education; review pertinent legislation and implement specified recommendations emanating from State Department of Education regarding Alternative Education.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of Alternative Education programs and services.

Operational characteristics, services and activities of Alternative Education.

Analysis and evaluation of services, policies and operational needs.

Principles and practices of Alternative Education service development and administration.

Principles of child and human development.

Principles and practices of curriculum development and instructional teaching strategies. Current trends, research and development in the areas of student learning, student needs and institutional responses.

Appropriate behavioral management strategies and interventions.

Budget preparation and control.

Oral and written communication skills.

Principles and practices of administration, supervision and training.

Applicable laws, codes, regulations, policies and procedures.

Principal—Alternative Education - Continued

Interpersonal skills using tact, patience and courtesy.
Operation of a computer and assigned software.

ABILITY TO:

Plan, organize and administer assigned Alternative Education services.
Supervise the performance of assigned personnel.
Recommend and implement goals, objective and practices for providing effective and efficient Alternative Education services.
Research, analyze and evaluate new service delivery methods, procedures and techniques.
Assure YCCA compliance with laws and regulations. Prepare and administer budgets.
Communicate effectively both orally and in writing.
Interpret, apply and explain laws, rules, regulations, policies and procedures.
Establish and maintain cooperative and effective working relationships with others.
Operate a computer and assigned office equipment.
Analyze situations accurately and adopt an effective course of action.
Meet schedules and time lines.
Work independently with little direction.
Plan and organize work.
Prepare comprehensive narrative and statistical reports.
Direct the maintenance of a variety of reports and files related to assigned activities.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in a related field and four years increasingly responsible alternative education teaching including one year of administrative experience.

LICENSES AND OTHER REQUIREMENTS:

Valid Administrative Services credential.
Valid California Teaching Credential.
Valid English Language Certification.
Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.
Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

Hearing and speaking to exchange information and make presentations.
Dexterity of hands and fingers to operate a computer keyboard. Seeing to read a variety of materials.

YOLO COUNTY CAREER ACADEMY

CLASS TITLE: COLLEGE AND CAREER READINESS SPECIALIST

BASIC FUNCTION:

Under direction of the YCCA Administrator, manage career readiness teams, and work with local and regional pathway teams to develop and implement College and Career Readiness Pathways that include developmentally appropriate work-based learning opportunities for high school and middle school students.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Identify and collaborate with educational, industry and community partners to establish, promote, expand and maintain Industry Cluster pathways; develop, coordinate, and conduct surveys to identify pathway strengths and needs.

Assist pathways in developing inclusive student outreach strategies and recruitment activities to ensure enrollment is open to all students.

Assist in developing enrollment and participation opportunities which support transitions into employment, training, and/or postsecondary education with career technical student organizations to develop leadership skills and career readiness.

Facilitate industry-specific workgroups, advisory and ad-hoc meetings, and regional consortium activities; create and deliver professional development for pathway instructors, administrators and support personnel.

Develop and facilitate online professional learning communities, meetings, and professional development.

Collect, develop, and disseminate Industry Cluster resources for pathway programs staff and administrators.

Provide assistance and support in use of state-wide tracking system to document pathway progress.

Collect program data, prepare reports and maintain records related to assigned activities.

Direct and supervise the work of assigned staff.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Elementary, secondary, and post-secondary institutions.

Facilitation and assessment skills.

Oral and written communication skills.

College and Career Readiness Specialist - Continued

Organizational skills and the ability to multi-task.

Collaboration skills for partnership building.

Application laws, codes, regulations, policies and procedures.

Interpersonal skills using tact, patience and courtesy.

Interview procedures.

Operation of a computer and assigned software, including e-mail.

Filing procedures and records management.

Guidelines and best practices related to Career Technical Education (CTE), Linked Learning and pathway programs.

Common Core state standards and curriculum frameworks, high school courses of study, college coursework and career options.

Current research trends in CTE.

Integration and use of technology in the delivery of instruction.

Principles and best practices related to educational data collection and data-driven instruction, assessment, and decision making.

ABILITY TO:

Provide positive leadership.

Engage staff and stakeholders in collaboration, team participation, creative problem-solving, conflict resolution, and group planning.

Develop measurable goals and objectives, set priorities, and evaluate progress toward achievement.

Organize and prioritize work.

Exercise a high degree of judgment and utilize various strategies in working with a variety of people.

Model strong interpersonal skills necessary to work cooperatively and effectively with individuals and groups from diverse backgrounds.

Communicate effectively both orally and in writing.

Plan, develop, and conduct staff development activities and training programs.

Effectively transmit knowledge and skill to staff; integrate the use of technology to enhance job performance.

Supervise and manage the work activities of assigned staff.

Develop and document processes and procedures, and maintain required records.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree or three years of related experience in designated program area; experience/training which demonstrates ability to perform the duties as described. Demonstrated successful experience leading career pathways required; experience providing K-12 instructional support, coaching and mentoring teachers, and integrating academic content into CTE; experience building successful partnerships with business and industry, community agencies, K-12 schools and higher education desired.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

College and Career Readiness Specialist - Continued

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

Hearing and speaking to exchange information and make presentations.

Dexterity of hands and fingers to operate a computer keyboard.

Seeing to read a variety of materials.

Reaching overhead, bending at the waist, kneeling or crouching to file materials.

Ability to carry up to 15 pounds.

Ability to travel to multiple sites.

Sit, stand or walk alternately for up to 7 ½ hours per day.

YOLO COUNTY CAREER ACADEMY

A CALIFORNIA CHARTER SCHOOL

1280 SANTA ANITA COURT, WOODLAND, CA 95776

255 W. BEAMER STREET, WOODLAND, CA 95695

COMPREHENSIVE SCHOOL SAFETY PLAN

2018-2019

Table of Contents

Safe School Plan Committee	2
Yolo County Career Academy Safe School Vision and School Mission Statement	3
Campus Profile and Yolo County Career Academy Hours	4
Communication Systems and Two-way Radio Assignments	5
Two-way Radio Instructions and Protocols	6
School Profile	7
School Culture	12
Operations Policy and Procedures	17
Crisis Response Plan	22
Post Crisis	32
Appendix	34
School Map with Evacuation Routes	35
School Board Policy on Tobacco use	36
School Board Policy on Bullying Prevention	39
Prohibited Harassment	42

Safe School Plan Committee

For the 2018-2019 school year, the following Core Safety Plan Members reviewed the comprehensive school safety plan. Input was provided by all members and partners of the Yolo County Career Academy. The plan was presented to and approved by the Executive Board prior to August 31, 2018.

Principal

Program Specialist

Teacher

Teacher

Teacher

Teacher

Teacher

Para-educator

Industry Partner

Industry Partner

Yolo County Probation

Workforce Invest Board Member

Yolo County Career Academy

School Mission and Statement of Outcomes

Mission Statement

The Yolo County Career Academy's mission is to provide a high-quality educational program that empowers students to earn a high school diploma while acquiring college and career readiness skills that lead to engaged citizens, highly skilled workers and leaders in our community. The Yolo County Career Academy (YCCA) charter school will partner with the Workforce Investment Board, school districts, business, industry and other allies to achieve this mission by engaging students through work-based, relationship-focused, innovative and rigorous learning experiences resulting in graduates who will be "Ready for College and a Career". The YCCA will serve students ages 16 through 24 years of age that have not yet obtained a high school diploma. Students will be served through programs provided in locations within Yolo County.

Outcomes

The Yolo County Career Academy will seek to support students in achieving the following outcomes:

- Completion of industry training and workforce skills identified by local business
- Attainment of a high school diploma or high school equivalency
- Dual enrollment and concurrent enrollment opportunities with community colleges
- Successful transition to postsecondary training to further pursue academic and career goals
- Successful transition to skilled workforce earning a family – sustaining wage

Expected School wide Learning Results:

YCCA students will strive to become

Involved Citizens who

- Participate in advisory and school governance
- Contribute their time to improve their community and school
- Reflect on the purpose of community service

Self-Directed Learners who

- Set SMART goals
- Self-manage their time and school responsibility

Effective Communicators who

- Show what they know
- Demonstrate problem solving and decision making techniques

CAMPUS PROFILE

Physical Environment

The Yolo County Career Academy is located at several sites throughout Yolo County. These sites are:

- 1280 Santa Anita Court, Suite 190, Woodland, CA
- 255 West Beamer Street in Woodland CA
- Day Reporting Center, 140 Tony Diaz Drive, Woodland, CA
- Yolo County Detention, Monroe Detention Center, Woodland, CA (Operational prior to August 31, 2019)

Both the Day Reporting Center and Yolo County Detention Center are operated by partner agencies, Yolo County Probation and the Yolo County Sheriff, respectively. At each location, staff and students will adhere to the safety plans and protocols developed by each agency.

YCCA Operated Site 1: 1280 Santa Anita Court, Suite 190, Woodland, CA

The main entrance to the site faces the parking lot located on the Yolo County Office of Education campus. There are two ingress points, a double-door and a chain-operated roll-up door. These doors are also used for egress. Large windows make up the majority of the parking-lot facing exterior wall.

The 15,500 square feet space is made up of two floors and is adjacent to the Yolo County Office of Education Support Operations Staff offices, shop, and storage site. A wheelchair lift was installed prior YCCA opening for instruction to guarantee ADA compliance. It is maintained regularly to ensure proper and safe operation. YCCA is co-located with business partners, Marquez Design, which occupies 1,000 square feet for business operations and community classroom instruction.

Classrooms dedicated to YCCA operations include career-technical education workspaces and traditional classroom spaces. YCCA staff offices are located on each floor of the building and a reception desk is located at the entrance. Restrooms are located on the bottom floor.

YCCA Operated Site 2: 255 West Beamer Street, Woodland, CA

The main entrance to the campus is on West Beamer Street. A chain link fence follows the perimeter of the campus boundary with access gates at the main entrance on West Beamer and behind it on Buckeye Street. Both schools are set inside the fence. A double wide chain linked gate opens on West Beamer to allow emergency vehicles to gain access to the campus in an emergency. A second emergency entrance is located on Buckeye Street. A single walk through gate is located south of the campus by the park.

The main office is located on West Beamer Street. It is the first building and is designated as the command center in case of an emergency.

Our campus is next to Greengate, a school that provides specialized services for students who have multiple needs in special education.

Yolo County Career Academy is composed of one classroom on the campus, with computers, a library, and a restroom building. Two classrooms on the same premise are dedicated to the Cesar Chavez Community School. All Yolo County Career Academy students are directed to enter and exit the campus on West Beamer. Walkways move persons from the front of the office to the west side of the main office providing access to the classrooms. The sidewalk divides to become three hallways behind the main office. The right walkway leads to the two classrooms. The middle hallway leads to the library and the restroom building. Continuing on this sidewalk leads you to what used to be the Yolo County Construction Program (YCCP) classroom. The left hallway leads to a covered patio with picnic tables for students to move out of the elements and sit for lunch.

YCCA Hours at YCCA Operated Sites

YCCA Operated Site 1: 1280 Santa Anita Court, Suite 190, Woodland, CA

The campus hours are 8:00-5:00 pm. Doors open at 8:00 am. Class hours are 8:30-4:30 pm.

YCCA Operated Site 2: 255 West Beamer Street, Woodland, CA

The campus hours are 8:00am to 5:00 pm. The main entrance gate opens 30 minutes before the start of school. Class hours are 8:45am to 1:15 pm. Independent study students attend individual or partner sessions from 1:30-4:00 pm.

Communication Systems

Phone lines:

Each office, classroom, computer lab, and library has a land line phone. In emergencies, teachers are contacted by phone and informed as to the level of threat and the appropriate action to follow. Once the campus is safe, an all-clear call is made by phone or radio.

Two Way Radios:

Radios are used by staff to contact administration with situations that require assistance in the classroom and for escorting students. The radios are an on-campus mode of communication. All radios are set on **Channel 2**. Radios are used between five talk groups: Administration (Command Center); Probation; Teachers/Para educators; Counselors; student support staff. Training on the proper use of the radio is provided for staff.

Radios are held in the staff room and are picked up by personnel at the start of each school day and returned at the end of the person's shift.

Two-way Radios are distributed as follows:

Principal

Program Specialist

Secretary

Teacher

Teacher

Special Education Teacher

Teacher

Probation Officer

TWO-WAY RADIO INSTRUCTIONS AND PROTOCOLS

1. Remember to pick up your assigned radio every morning, and return your radio daily before you leave campus.
2. Make sure your radio is on channel two (2) at all times. (Everyone must be on the same channel in order to communicate)
3. Plan your message and speak directly on the radio's speaker.
4. Keep your message short and simple.
5. Make sure the radio is clear before transmitting. If the radio is clear, press the transmit button and keep it pressed for 1-2 seconds before speaking.
6. End your message by releasing the transmission button and listen to the response.
7. The volume is also the on and off button. No one else may transmit until your button is released.
8. Do not use the two small buttons on the left below the transmission button.
9. Be professional and use appropriate language at all times. Once you open a channel, everyone can hear you.
10. Always keep emotions in check especially during stressful events. Take a deep breath. Never mention there is a fight on the radio.
11. Never say anything personal on the radios. Radios are for business purposes only. They are not to be used to communicate confidential information.
12. Never use sarcasm or humor on the radios.
13. The message should be very generic and never mention any names. Anything confidential needs to be kept off the radio.
14. Use English at all times.
15. Teachers will need to keep radios on them at all times. Never set them down to avoid misplacing them.
16. Teacher's volume must be kept very low. Teachers will be called on their phone for communication purposes.
17. Teachers will use the radios for emergencies only, and they will use the phone for all other modes of communication

Alarm System

There is an alarm system throughout the Yolo County Career Academy buildings that is armed by the last person in the building each evening and disarmed by the first person to enter the campus each morning.

The following staff members are part of the YCCA Support Team

- **Principal:** Provides overall supervision, discipline, and security for a continuously safe campus. This person is the Commander in an emergency.
- **Secretary:** Monitors the ingress and regress of students, faculty, parents, and visitors in addition to working closely with the Principal to communicate emergency situations.
- **Program Specialist:** The primary responsibilities of the PS are academic counseling and support, case management, and pro-social behavioral support.
- **Business Partner:** This person is co-located with YCCA and provided community classroom opportunities to youth.
- **Mental Health Counselors:** Counselors are available for students to discuss their personal matters. Counselors are on site and provide individual as well as group counseling. Students may also be referred for more intensive services when needed.
- **Probation Officer:** The primary purpose of the Probation Officer is to provide a law-enforcement presence at the Yolo County Career Academy. Probation actively supports behavior control of the classroom at Yolo County Career Academy, mentors students, supervises all activities and walks the campus often to assist with safety and security on and around the campus.
- **A Youth Advocate** is also on site regularly to assist students with pro-social behavioral modification and engagement with academic and self-development programs.
- **Teachers** follow progressive discipline and implement Youth Development practices to support student behavior and intervene proactively with students.

Structure of program

- Intake appointments are made for each child and his/her family (under 18) prior to enrollment to meet the Principal/Designee, teacher and staff, review goals for that particular student, review the rules in the Parent/Student Handbook, acquaint them with the curriculum and to answer any questions that the student or parent has about the school program. Parents are informed about the various ways (phone, fax, email) to contact the teacher. Principal/Designee with any questions or comments during the school year.
- Parents are called by an automated system daily to inform them if their student was not in class that day. Additional contact is made by school staff if there are chronic attendance concerns. Frequent communication between parent and staff is encouraged.
- Students are encouraged to participate in community service within their community. The school staff will assist in matching students up with community agencies that need assistance, taking into account the students' interests and the location of their homes.
- The classrooms are located about a half block from a public bus system, Yolo Bus, which serves all of the cities in Yolo County. Many of our students take public transportation to reach Yolo County Career Academy.
- Parents are contacted by phone and provided updates on student progress in behavior.
- Parents are encouraged to attend student conferences and student study meetings (SST).
- Progress report cards are mailed to parents/guardians as a means to maintain communication.

SCHOOL CULTURE

Creating and Maintaining a Safe School Environment

Rules and/or Agreements for the school are reviewed a minimum of once every semester by the school staff to make sure they are still appropriate and helpful to guide students to behavior and attendance improvement and to provide a safe environment. A copy of the rules is in the Parent/Student Handbook given to parents and students during the enrollment process. A school contract is signed by both the parent/guardian and student. This contract outlines and extends student responsibilities while attending either school with an emphasis on partnering with our staff for everyone's safety and success.

Positive Interventions

- Restorative Circles are facilitated by teachers/staff weekly
- Staff uses de-escalation techniques to diffuse situations
- Positive behavior support plans for some students
- Modified assignments to differentiate instruction for students with different ability levels
- Extra time with the counselor to talk about personal issues that may be preventing the student from focusing on school
- Speaking with the Probation Officer about legal issues that may be bothering the student or to review consequences
- Positive rewards for positive behavior including frequent, specific compliments, tickets given for positive behaviors that can be redeemed for prizes, pizza parties for group behavior goals
- Students are encouraged during the intake process to let the staff know if there are any problems with other students, such as bullying. Students may tell their parents who will call the teacher with this information; they may tell their teacher or other staff member directly during the school day; they may call a staff member after school to report a problem privately;
- "Cool down" opportunities are offered to students to de-escalate before returning to the classroom in a clam matter.
- At all times during the school day, except when students use the single occupancy restroom, there is a staff member in every room where the students are present. They are not allowed to be in an unsupervised space at any time during the school day.

Consequences of Misbehavior

- Verbal or written warnings when students' behavior becomes disruptive or defiant or when profanity is used.
- Time away where students are directed to separate from other students for a cool off period before rejoining the classroom to resume instruction.
- Behavior Contracts are used to clearly state appropriate behavior goals necessary for a safe school environment with positive support listed for successfully meeting the goals.
- Out of Class Suspension in place of out of school suspensions.
- If under age 18, calls to parents so that parent and student may discuss behavior. Sometimes parents can de-escalate a student so that he/she becomes more cooperative. If over age 18, meet with student to de-escalate.

- **If under age 18, meetings with students and parents after school to discuss behavior and to develop a personalized plan of action or behavior plan. If over age 18, meet with students to develop plan.**
- **Suspensions depending on the severity and length of the offending behavior. See Appendix for copy of suspension form, the Suspension/Expulsion Board Policy and the Weapons and Dangerous Instruments Policy.**
- **Woodland Police Department and Yolo County Probation Department interventions if students commit a crime while on campus.**

Pupil Suspension and Expulsion

Governing Law: *The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).*

This section should include a section for Suspension Procedures including conference, notice to parents/guardians and the expulsion process including hearing as well as provisions for suspension of students with disabilities. Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).

YCCA will develop and maintain a comprehensive set of student discipline policies aligned with YCCA Board Policy 5114. These policies will clearly describe the YCCA's expectations regarding, among other things: attendance, mutual respect, substance abuse, violence, safety, and work habits.

Each YCCA student or parent/guardian of minor students will be required annually to verify that they have reviewed the policies with their student/s and that they understand the policies. Each adult student will also be required annually to verify that they have reviewed and understand the policies.

YCCA's policies will provide all students with an opportunity for due process and will be developed to conform to applicable federal law regarding students with exceptional needs. YCCA will notify the Yolo County Office of Education of any expulsions and will include suspension and expulsion data in its annual performance report.

Prior to suspension or expulsion, appropriate disciplinary steps will be taken. These steps may include, but will not be limited to, denial of privileges or access to activities. In certain cases, students may be allowed to continue limited independent studies while under suspension. Students, and in applicable cases, parents or guardians, will be informed of the reasons for any disciplinary action in writing and of their due process rights and appeal procedures.

In accordance with California Education Code 48900, a YCCA student may be suspended from school or recommended for expulsion if the YCCA Administrator and/or YCCA Executive Board determines that the student has committed any of the following acts while on school grounds or while going to or coming from school:

- Caused, attempted to cause, or threatened to cause physical injury to another person;
- Willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written

permission to possess the item from a certificated school employee, which will be concurred by the Administrator or the designee of the administrator.

- Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stolen or attempted to steal school property or private property.
- Knowingly received stolen school property or private property.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia.
- Possessed an imitation firearm.
- Committed or attempted to commit a sexual assault.
- Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- Engaged in an act of bullying, including but not limited to, bullying committed by means of an electronic act.

YCCA acknowledges the responsibility of each student, parent, volunteer, faculty, staff, and administrator to contribute to the well-being of the community by demonstrating responsibility and accountability for individual and group actions. It will be YCCA's goal to enhance the quality of relationships, the quality of learning, and the quality of the community through shared responsibility.

Suspension and Expulsion / Due Process: Students with Disabilities

Services During Expulsion

Any student with a disability who is expelled shall continue to receive services during the term of the expulsion to the extent necessary to provide the student a free and appropriate public education. Any alternative program must provide services to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.121, 300.520)

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP team meeting shall be convened.

Suspension of Expulsion

The Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

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

The Administrator or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

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

Learning Styles

All staff members recognize that our students have varying ability levels, grade levels, and learning styles within each classroom. Staff recognizes these differences and has incorporated several strategies to differentiate their instruction to benefit all students. Some examples of how this is reflected in our classrooms include:

- Individual or small group instruction.
- Project based learning and hands-on activities are frequently offered in all subject areas.
- Assignments are frequently given to students in small groups to complete together.
- When appropriate, a student, with teacher permission, may request a Teacher's Assistant role. Part of this role may include sitting next to students who need one-on-one peer help, if this is of benefit for both students.
- Assignments and activities may be modified by the teacher for different learning styles and ability levels.
- Youth Development training is used for understanding diversity and tolerance for a positive school climate.

Positive Behavior Support

The staff recognizes positive behaviors many times a day. Frequent acknowledgement of students' positive progress on class assignments, positive changes in behaviors and helpfulness to others through verbal compliments are frequently heard in each classroom by any and all staff members. A concerted effort to celebrate academic, attendance and behavioral progress is evidenced in many ways:

- Incentives are discussed at staff meetings and awarded to students when earned weekly, monthly, etc. to recognize positive changes in behavior or attendance. They are awarded to students publicly during class.
- The counselor sees students in small groups depending on their needs: drug/alcohol issues, recovery support, anger management, women's issues, etc.
- The classroom teachers regularly acknowledge student academic progress, as well as share/inform students of upcoming events and school rules/procedures.
- Students are given an opportunity to share which academic strategy works for their learning style and where they would like to see improvement.
- Charts are in each classroom showing at a glance daily attendance and/or credit earnings. Students are verbally congratulated on their progress which is visible for all to admire.
- Group attendance and/or group behavior goals are posted periodically during the year and if the class reaches the goal, there is a pizza party.
- Probation Officer's presence generally discourages students' uncooperative or acting out behaviors.
- Active listening is practiced by all staff members. They are available to listen and respond to students about their concerns. They recognize and diffuse a tense situation among students rather than wait for students' anger or frustration to explode.

Staff Development for Safety

All staff members are invited to attend workshops and trainings to increase their knowledge of subject matter, teaching strategies, behavior management and social issues facing our students.

- **Staff Meeting:** Site staff meetings are held weekly to review student behaviors, to review safety procedures and to discuss as a group any issues that need the group's attention. Teachers also attend weekly meetings to address not only academic issues, but issues about drugs, violence and gangs. Para-educators and other staff are invited to the meetings according to their need for the information presented. Working with the highest risk students in the County, safety for students and staff is of paramount importance in order for learning to take place. Many of our students have exhibited inappropriate behaviors on their home school campus, so procedures and processes to change these negative behaviors and responding to these behaviors in a practiced, professional, proactive way results in a safe learning environment for everyone on the campus. All staff members have chosen to work in this school; none have been involuntarily transferred here. They know that they can make a big difference in each student's life and they strive to guide each student to use positive behaviors to reach their goals.
- **Coordination of Services Team (COST)/Student Study Team (SST) Meetings:** COST meetings bring counselors, teachers, administrators, Transition Liaison, Campus Supervisor and others together to discuss three or four students whose cases need additional

attention. The assembled team discusses the issues that are challenging these students' success and what members of the team can do to assist with those issues. From these meetings, students are referred to a Student Study Team for further support and parental involvement.

- **Transition Skills Class Curriculum:** Yolo County Career Academy offers one academic period a day for each student in a Transition Skills class which introduces to students, through discussions, curriculum, speakers and activities, to the following topics: tolerance of others and respect for different opinions; choices and consequences; nutrition and health; drug/alcohol/violence prevention through Project Towards No Drug Abuse; self-exploration; career exploration; transition skills to adulthood. Teachers are registered for trainings in some of these programs and are offered workshops covering the topics they teach when requested.
- **Knowledge of Students' Backgrounds:** Teachers and Para educators are given all materials that relate to why students are referred to Yolo County Career Academy, including their probation status and if they are in any specialized court program. They know which students have drug problems, which have a history of violence, which have a history of truancy. For safety, they need to know past discipline results from students' previous schools and so have access to all of these records on the school site. Any notifications of violations of the penal code from the court are delivered to the staff at staff meetings and at Coordination of Services Team meetings.
- **Behavior Management:** Teachers and other staff participate in Professional Development activities to increase students' positive behaviors.
- **In-school Suspension:** Teachers may assign disruptive students on an out-of-class suspension. The Principal may also assign in-school suspension as an intervention for discipline in order to maintain a safe campus while providing academic access during the disciplinary time.

OPERATIONS, POLICIES, AND PROCEDURES

All staff members are proactive about student behaviors. Their responsibility is to see the signs of anger, bullying or discontent prior to any student verbal or physical altercation and diffuse the situation by separating the students involved and listening to the events that led up to the situation. At that time they may refer the student and/or parent to school or community resources, allow the student to vent or take appropriate action to quietly intervene in the situation. These incidents are also discussed at the weekly site staff meetings, student study team meetings and COST meetings.

Positive interactions are so important their use is noted in staff evaluations. Words of encouragement, compliments to students and other staff members, role modeling positive interactions are all important components of each staff members' duties on campus.

Visitors and Early Release

Visitors enter the campus through the main office located on West Beamer Street. Campus hours are 8:00am until 5:00pm. The campus gate is opened 30 minutes prior to the start of school. All visitors are to register at the front office. Staff is to report strangers to the School Secretary, Principal, Director or the Probation Officer who will escort the person to the front office, or an administrator.

- Confidential Personnel use a call out procedure to speak with students
 - The Confidential Person signs in
 - He/she makes the request that the student be brought to the office by the secretary
 - The secretary calls the classroom and requests that the student be sent to the front office or escorted by school staff.

- Parent/Guardians use a sign out/call out procedure.
 - Parents/guardians show proof of identity to the secretary at the time of request for the student
 - The secretary will call to the classroom for the student to be sent to the front office or escorted by school staff.
 - The parent signs out the student, including date, time, and reason for early release

- All visitors/volunteers
 - Must sign in at the Administration Office at 255 West Beamer Street
 - Must wear a visitor/volunteer badge at all times while on campus
 - When requested to do so by school personnel, visitors and volunteers must show identification.

- Visiting YCCA Student Alumni will not be allowed on campus unless prior arrangements have been made between the teacher being visited and the administration. Visiting students should not be in the classroom while instruction is taking place and should be encouraged to visit teachers before, after school, or during their prep.

Child Abuse Reporting

All YCCA staff are required by penal code 11166 and 11165.7 to report 'reasonable suspicion' of maltreatment of children to the appropriate child protective services agency. To assist staff in reporting 'acts of commission' and/or 'acts of omission', training is provided yearly at the start of the year to assure all staff know how to locate resources for reporting. Report forms are available at each school site and direction is provided by administration when necessary. The Woodland Child Protective Services (CPS) hotline is 530-669-2345, 530-669-2346, or 888-400-0022 - after hours. Employee procedures require that the report be made verbally by contacting CPS via the hotline. Once the employee makes the verbal report, the CPS worker will direct the employee to complete a written report and deliver it to CPS at 25 North Cottonwood Street in Woodland. Forms are located on the California Department of Social Services website - <http://www.dss.cahwnet.gov/cdssweb/PG20.htm>

Safe Ingress and Egress of Students, Parents and Staff

Campus supervision is ongoing before, during, and after the school day. Yolo County Career Academy students may not hang out around the park before or after school. Staff intervenes when students attempt to intimidate others as they proceed into the school grounds. Yolo County Career Academy students are supervised by the PO and another staff member as the students exit the school at the end of the school day with cell phones and radios in hand in case of any problems. They remain a presence until students disburse for home.

Staff members and students may park on West Beamer Street. There is not a designated parking lot for either group.

Policy on Tobacco Products

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of Yolo County Office of Education employees. Prohibited products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. (Education Code 48900, 48901)

Dress Code

The Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students'

clothing must not present a health or safety hazard or a distraction which would interfere with the educational process. (Education Code 32282f)

Each school located at the Alternative Education Center created its own dress code driven by the profile of the student population and community trends.

Attendance Improvement Strategies

As mentioned in the Positive Behavior Support section, students are acknowledged for positive changes in their behavior and attendance. Required daily attendance is emphasized in discussions with the parent and student at each intake meeting prior to a student enrolling in Yolo County Career Academy.

If students are not attending, several consequences happen: daily calls to the parent by the automated dialing system if the student is not in school; truancy letters mailed to the home; a possible visit by our Transition Liaison and Probation Officer to the home; a required meeting with the parent and student by the principal; notification to the Probation Department of the attendance lapses; notes to the Juvenile Court Judge If students are scheduled to appear in court.

Non-Discrimination and Harassment Policies

Non-discrimination in Programs and Services Board Policy is included in the Appendix.

Tolerance Education

This topic is covered specifically during the Transitions Skills course, but is also emphasized during the entire school day. Staff and students participate in *Youth Development* instruction to practice diversity awareness.

California Healthy Kids Survey (CHKS)

Students are surveyed in the fall or in the spring. Results of the Survey, which is given every other year, are shared with the community in many ways and also with staff members at their staff meeting. They are then able to plan and make changes to the classroom curriculum and environment. It is important that the staff examine the results together to further troubleshoot behaviors and be proactive in planning curriculum and structure of the program.

Drug/ Alcohol Abuse Prevention

All staff receives training on drug and alcohol identification, terms and use in the Yolo County communities. Our assigned Probation Officer is frequently on site to assist in determining student intoxication. Our counselor is trained in drug/alcohol issues and runs groups for those using drugs/alcohol and for those in recovery.

Students take the California Healthy Kids Survey every other year. Since student turnover is almost 80% after each school year, the data is used mainly to spot trends from year to year. Other sources for this information are our counselor who is employed by Communicare and the Probation Officer who both share information gleaned from their departmental statistics. These staff members update our educational staff at the weekly and/or monthly staff meetings on these issues.

Project Toward No Drug Abuse curriculum, a science based program, is taught in our Life Management class each spring to all of our students. New teachers are trained in the curriculum in the fall.

Gang Risk Intervention

Through our weekly staff meetings, we review the gang activity in our communities and our educational staff shares any gang graffiti on student paperwork, clothing or other property. The dress code is very specific about outlining the gang clothing that is not allowed on campus and the consequences for bringing gang paraphernalia to school. This rule is reviewed at each student's intake meeting prior to enrolling in school. See the dress code in the school rules in the Appendix. In addition, school staff receives periodic training from the law enforcement's County Gang Task Force. See the Appendix for the Policy concerning Gang Activity.

Bullying Prevention

The Yolo County Office of Education, our schools, and community have an obligation to promote mutual respect, tolerance, and acceptance. As such, Yolo County Career Academy will not tolerate behavior that impedes the safety of any student. A student shall not intimidate or harass another student through words or actions, such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.

Teachers and staff are expected to report incidents of bullying to the administration. Teachers/staff are expected to intervene when they see a bullying incident occur. Each complaint of bullying will be promptly investigated by the Principal or Designee. A zero tolerance for bullying will be enacted while students are on school grounds, while traveling to and from school-sponsored activities, during lunch (whether on or off campus), and during a school-sponsored activity.

Teachers must discuss the following with their students:

- Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying to the principal or designee.

- Students can rely on the administration to promptly investigate each complaint of bullying in a thorough and confidential manner.

At the mandatory intake meeting with the parent and student, choices of how to report bullying are reviewed. Staff has been trained to notice and identify bullying and the steps to take to address this issue. Staff is available to both a bully perpetrator as well as the victim of any such bullying behavior.

Hate Crime Reporting

Any hate motivated behavior such as an act, or attempted act, motivated by hostility towards a victim's real or perceived ethnicity, national origin, immigrant status, gender sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic will not be tolerated. Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact any of the staff members and they will inform the principal immediately. The Probation Officer will be notified as appropriate. Students may contact a school staff member in the same ways that are suggested under the Bully Prevention section above. Counseling is available for the victim as well as the perpetrator.

Taking Attendance

To have a successful school safety plan, consistent and accurate attendance must be kept. In the event of a true crisis, teachers will be expected to know who is present or absent at all times, and as such, will be asked to complete any necessary forms in order to account for any missing students. Police and other safety personnel will also need to know which classrooms are occupied, as well as the total number of students and staff that they are expected to evacuate, and this can only be done via the accessible AERIES/ABI records.

Sexual Harassment

Yolo County Career Academy will not tolerate any incident of sexual harassment. As a means for prevention, teachers and staff will share with students some of the behaviors which are considered to be possible forms of sexual harassment:

VERBAL:

- Whistling at someone, "cat calls"
- Making sexual comments about a person's body
- Making sexual comments or innuendos
- Turning work discussions into sexual topics
- Telling sexual jokes or stories
- Asking about personal fantasies, preferences, or history

- Asking personal questions about social or sexual life
- Making sexual comments about a person's clothing, anatomy, or looks
- Repeatedly asking out a person who is not interested
- Making kissing sounds, howling, and smacking lips
- Telling lies or spreading rumors about a person's personal sex life

NON-VERBAL:

- Looking a person up and down (elevator eyes)
- Staring at someone
- Blocking a person's path
- Following the person
- Displaying sexually suggestive visuals
- Making facial expressions such as winking, throwing kisses, or licking lips
- Making sexual gestures with hands or through body movements

PHYSICAL:

- Giving a massage around the neck or shoulders
- Touching the person's clothing, hair, or body
- Hanging around a person
- Hugging, kissing, patting, or stroking
- Touching or rubbing oneself sexually around another person
- Standing close or brushing up against a person

Crises Response Plan



The Yolo County Career Academy and Executive Board believe that all students have a right to a safe and a healthy school environment. As such, the Crisis Response Plan is critical in ensuring that students can attend school without having to fear for their safety, and consequently, are better-able to benefit from their education.

A critical component of the safety and well-being of students is the physical environment. Yolo County Career Academy strives to maintain a clean and orderly campus with facilities that are kept up-to-date and hazard free.

There are two Administrators assigned to specific areas of the Yolo County Career Academy campus. These campus supervisors regularly check restrooms to ensure that all students are in their classrooms, provide supervision at school, and provide assistance with traffic-control before and after-school. A halftime probation officer serves the Yolo County Career Academy campus.

In case of disaster, each classroom teacher has a land line phone and portable radio. The overall Emergency Preparedness Guide for the Yolo County Superintendent of Schools is our guide and is part of the Safety Plan.

Emergency Procedures

Level 1 Emergency: A minor emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury.

Level 2 Emergency: A moderate emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A major emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

EMERGENCY CODES	
CODE RED	<u>LOCKDOWN & COVER</u> - If someone is threatened with violence, hears gunshots, discovers a student with a weapon or notices an intruder
CODE YELLOW	<u>PRECAUTIONARY LOCKDOWN</u> - an intruder or any danger may affect the entire population. Under this code classroom doors should be locked but instruction should be continued
CODE BLUE	<u>MEDICAL EMERGENCY</u> - that affect a student in a classroom
CODE ORANGE	<u>EVACUATION/BOMB THREAT</u> - teachers will lead students to an identified collection point on school grounds at least 300 feet away from the building or designated area of campus
CODE WHITE	<u>WEATHER EMERGENCY</u> - up to teachers to hear/decide what kind of weather emergency there is
CODE GREEN	<u>ALL CLEAR</u> - All is clear, teachers/students will return to class immediately

Once the type and extent of an emergency have been identified, school personnel determine if an immediate response action is required. The most common immediate response actions initiated during school emergencies are:

Duck and Cover (Earth Quake Drill)

This action is taken to protect students and staff from flying or falling debris.



Description of Action

1. The Principal or designee will call the classroom through the phone system. If the phone system is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions: “Attention please. As you are aware, we are experiencing some seismic activity. For everyone’s protection, all students and staff should be in a protected position under a table or desk, away from windows and anything that could fall and hurt you. Hold this position until the shake stops or given further instructions.” Inside, teachers will instruct student to duck under their desks and cover their heads with their arms and hands.
2. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
3. Teachers and students should move away from windows.
4. After remaining in a safe-place (until the shaking stops), teachers and students will be notified to evacuate the school building(s) through predetermined safe routes and the evacuees should then gather outside in a safe area, away from building (students must stay with their teachers at all times).
5. Teachers will take attendance and will display:
 - a) Green sign if everything is fine and everyone’s accounted for
 - b) Red sign if immediate assistance is needed

Fire Drills

When the fire signal sounds at any time during the school day, students are to do the following:

1. Evacuate all buildings with their class or nearest class and move quickly to the area designated on the evacuation map (posted in classroom). All students should immediately report to the area designated for their class. Roll will be taken by the teacher prior to the drill, during the drill, and after the drill to account for all students.
2. Students are to remain with their class under their teacher's direction.
3. Students should stay at least 50 feet away from all buildings.
4. Teachers will take attendance and will display:
 - a) Green sign if everything is fine and everyone's accounted for
 - b) Red sign if immediate assistance is needed
5. Teachers and students will remain in designated area until informed by administration that it is alright to head back to class or if they need to stand by for additional instructions.
6. When the all-clear signal is given, teachers/students will return to class immediately.

Code Blue (Medical) Lock Down



If a Code Blue is necessary, the following will occur:

1. The Principal or designee will call the classroom through the phone system saying, "Attention please. We have a medical situation and are on Code Blue. Teachers and students are to remain in-doors until further notice."
2. Students will remain in the classroom (if a student is not in class, he/she will need to enter the closest classroom or building).
3. Teachers will continue to teach, and students will continue to do class work (teachers do not call 9-11; the Principal will make the determination if an ambulance is necessary and the school secretary will make the phone call).
4. At the end of the period, teachers and students will remain in the classroom until further notice.
5. Once the medical emergency has been cleared, the administration will issue an all-clear, authorizing students to leave the room

Shelter-in Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in Place and Lock Down is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the classroom.

Description of Action

1. The Principal or designee will call the classroom through the phone system. If the phone system is not available, the Principal/designee will use other means of communication, i.e., sending messengers to deliver instructions. The Principal/designee should be calm, convey reassuring comments that the situation is under control and give clear directions.
“Attention please. Because we have received information regarding a hazard in the community, we are instituting shelter-in-place procedures. Remember, this means students and staff are to remain inside the building away from outside air with windows and doors securely closed and air conditioning units turned off. All students and staff who are outside are to immediately move to the protection of an inside room. As soon as we have further information, we will share it with you.”
2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or administration building. Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Security/Utilities Team will assist in completing the procedures as needed: shut down the classroom/building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towel or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.



General Lock Down (Yellow Alert)

This action is taken when there is a potential threat or a situation occurring in close proximity to the campus. During General Lock Down, students are to remain in the classrooms or designated location at all times.

Description of Action

1. The Principal or designee will call the classroom through the phone system. If the phone system is not available, the Principal/designee will use other means of communication, i.e., sending messengers to deliver instructions. The Principal/designee should be calm, convey reassuring comments that the situation is under control and give clear directions. "Attention please. We are monitoring a situation and need to implement general lock down procedures. Teachers are to lock classroom doors and keep all students inside the classroom until further notice. Do not open the door until notified by an administrator or law enforcement. If outside, students and staff are to proceed inside the nearest building or classroom."
2. Teachers' lock door, close blinds, and ensure that all students are in their assigned seats. No cell phone use will be allowed.
3. Teachers continue to teach, and students continue to do class work.
4. Teachers will not release students until notified to do so by the administration.

Full Lock Down (Red Alert)

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Full Lock Down, students are to remain in the classrooms or designated locations at all times.

The difference between Shelter-in-Place and Lock Down is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building/classroom.

Description of Action

1. The Principal or designee will call the classroom through the phone system. If the phone system is not available, the Principal/designee will use other means of communication, i.e., sending messengers to deliver instructions. The Principal/designee should be calm, convey reassuring comments that the situation is under control and give clear directions.

“Attention, please. We have an emergency situation and need to implement lock down procedures.” Teachers are to lock classroom doors and keep all students inside the classroom until further notice. Do not open the door until notified by an administrator or law enforcement. If outside, staff is to direct students to go inside the nearest building or classroom.

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or administration building.
 - a) Teachers will take roll and place “Color Sign” on window:
 - b) Green sign if everyone is accounted for and “O.K.”
 - c) Yellow if non-emergency assistance is needed
 - d) Red if there is an emergency and assistance is necessary
 - e) Black or No Sign to signal that there is an intruder in the room
4. If possible, teachers will check e-mail regularly (every 20 minutes) for updates
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the Principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel are to be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The Principal or designee will call the classroom through the phone system. If the phone system is not available, the Principal/designee will use other means of communication. i.e., sending messengers to deliver instructions. The Principal/designee should be calm, convey reassuring comments that the situation is under control and give clear directions.

“Attention, please. We need to institute an evacuation of all buildings. Teachers are to take their students and report to their designated area. Students are to remain with their

teacher. Teachers need to take their roll book and lock the classroom when all students have exited the classroom.”

2. The Principal will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned Assembly Area (either are A or B).
4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The Principal or designee will call the classroom through the phone system. If the phone system is not available, the Principal/designee will use other means of communication, i.e., sending messengers to deliver instructions. The Principal/designee should be calm, convey reassuring comments that the situation is under control and give clear directions.

“Attention, please. We need to institute an off-site evacuation. Teachers are to take their students to the off-site assembly area and report to their designated area. Students are to remain with their teacher. Teachers need to take their roll book and lock the classroom when all students have exited the classroom.”

2. The Principal will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.

5. In the event clearance is received from appropriate agencies, the Principal may authorize students and staff to return to the classrooms.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The Principal or designee will call the classroom through the phone system. If the phone system is not available, the Principal/designee will use other means of communication, i.e., sending messengers to deliver instructions.

“Attention, please. It is now ok to return to your classroom and resume normal operations. I would like to thank you and commend students and staff for their cooperation.”

2. This action signifies the emergency is over.
3. If appropriate, teachers should immediately begin discussions and activities to address students’ fears, anxieties, and other concerns.

Training: Staff reviews safety procedures a minimum of twice a year during the weekly staff meetings. Students are trained once each semester for fire drills and once each semester for the drop procedure in case of an earthquake.

Mass Welfare Shelter for the Community: It is unlikely that the American Red Cross or other public agency will need this small school site for mass care and welfare shelter during a disaster or other emergency affecting the public health and welfare. If there is a need for space by these agencies, however, according to the following Emergency Preparedness Guidelines, the Facilities Director would be directing and coordinating this effort on the part of the Yolo County Office of Education.

POST-CRISIS



Staff Phone Tree

A staff phone tree will be available so that swift communication can take place. The Principal will be responsible for calling all the school staff. All efforts will be made to make staff aware of any crisis; however, it is the responsibility of the staff to notify the administration of any phone number changes.

Disseminating Information

Teachers and staff will be kept abreast of any pertinent information. However, all information will be disseminated by the principal or designated YCCA representative and no one else. Therefore, should teachers and staff be pressed to give out information, all inquiries need to be redirected to the administration office.

What to Say (Teacher Guidelines for Talking About Death, NEA 2000)

- Use clear, honest age-appropriate information when discussing the facts of the death.
- Tell students in a quiet, direct manner, using the words “death, dead, or dying” and avoiding euphemisms.
- Model the way you express your feelings and give students permission to express their feelings.
- Tell students that it is okay to feel afraid, confused, angry or guilty. These are normal responses to loss.
- Ask if students have questions. Listen carefully and answer honestly. (Answer only questions students ask and admit when you do not know/have the answers.)
- Use realistic terms with students when discussing aspects of accident, injury and loss.
- Tell students how and where they can obtain information or help.
- Identify people and phone numbers (if available) that students and parents can call if they need assistance or information.
- Encourage students to be aware of each other and direct those in need to an adult for help.

- Emphasize that each student is valued and will be supported and that no one is to blame.
- Communicate that there will be an organized way to say goodbye to the deceased and that all students who want to participate can attend.

Counseling Services for Students on Campus

In the event of a crisis, it will be necessary to make use of the administration building as a center for post-crisis response. There will be counselors who will be providing grief counseling for individual students, as well as group counseling. Teachers will be issued passes so that they can send students to the administration building as needed. The ultimate goal, however, is to return to “normalcy” within 48 hours. Nevertheless, depending of the impact that an event/loss has on a student, it may be necessary to make a referral for ongoing mental health services.

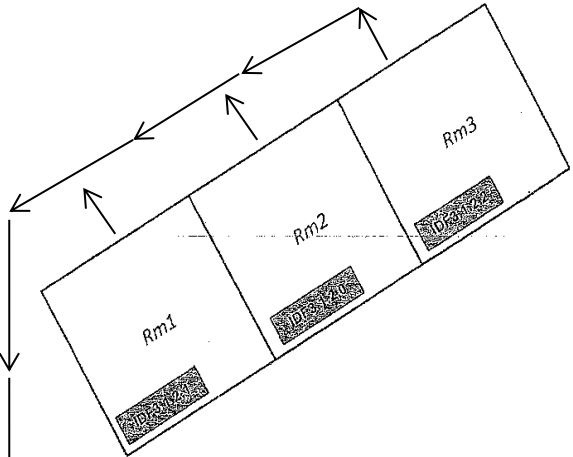
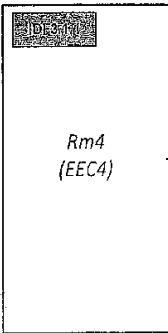
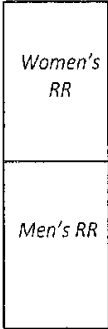
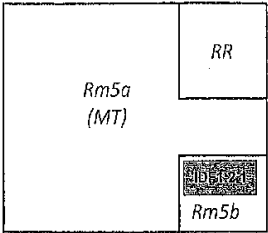
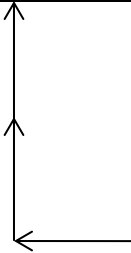
Stages of Grief

1. Shock (total disbelief)
2. Denial (acts as a buffer to the reality of the situation-usually emerges in tandem to shock)
3. Bargaining (occurs right after a loss and it is a defense mechanism used to control a situation)
4. Anger (sense of powerless and out of control)
5. Guilt (feelings of self-blame)
6. Sadness and Depression (close off from social interaction, self-imposed isolation, thoughts of suicide)
7. Physical Manifestations of Grief (i.e. loss of appetite, poor concentration and memory, lack of daily hygiene, muscular aches and pains, etc.)
8. Acceptance (the final goal of the grieving process, acknowledging the situation for what it is)

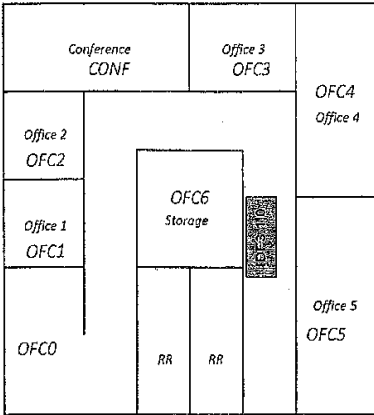
Appendix

School Map with Evacuation Routes	35
School Board Policy on Tobacco use	36
School Board Policy on Bullying Prevention	39
Prohibited Harassment	41

Chain linked Fence to Park



AEC - EEC Office



West Beamer

Tobacco

BP/SP 5131.62a

The YCCA Executive Board recognizes that tobacco use presents serious health risks and desires to provide support and assistance in reducing the number of students who begin or continue to use tobacco. The Superintendent or designee shall establish a comprehensive program that includes consistent enforcement of laws prohibiting tobacco possession and use by students, tobacco-use prevention education including youth development activities, and intervention and cessation activities and/or referrals.

(cf. 5141.23 - Asthma Management)

Prohibition Against Tobacco Use

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine any time, while on campus, while attending school-sponsored activities, in school or district owned or leased buildings, on school or district property, and in school or district vehicles, or while under the supervision and control of Yolo County Career Academy employees. Prohibited products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. (Education Code 48900, 48901)

(cf. 3513.3 - Tobacco-Free Schools) (cf. 5131 - Conduct)

(cf. 5144 - Discipline)

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

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

Students' possession or use of nicotine delivery devices, such as electronic cigarettes; vapor emitting electronic devices, such as electronic hookah, with or without nicotine content, that mimic the use of tobacco products, are also prohibited.

These prohibitions do not apply to a student's possession or use of his/her own prescription products. (Education Code 48900, 48901)

Prevention Instruction

The Yolo County Career Academy shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

(cf. 6142.8 - Comprehensive Health Education) (cf. 6143 - Courses of Study)

Intervention/Cessation Services

The Yolo County Career Academy may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. When appropriate, such intervention services may be provided as an alternative to suspension for tobacco possession.

BP/SP 5131.62(b)

TOBACCO (continued)

(cf. 1020 - Youth Services)

(cf. 5146 - Married/Pregnant/Parenting Students) (cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Program Planning

The Yolo County Career Academy's tobacco-use prevention and intervention program shall be based on an assessment of tobacco-use problems in district schools and the community, an examination of existing services and activities in the community, and a determination of high-risk student populations that are most in need of district services.

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

(cf. 1220 - Citizen Advisory Councils)

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

The Principal or designee also shall coordinate the district's tobacco-use prevention and intervention program with other Yolo County Career Academy efforts to reduce students' use of illegal substances and to promote student wellness.

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs) (cf. 5131.63 - Steroids)

The Superintendent or designee shall select anti-tobacco programs based on the model program designs identified by the California Department of Education (CDE) and may modify the model to meet district needs. (Health and Safety Code 104420)

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention or intervention funds or materials from the tobacco industry or from any entity which has received funding from the tobacco industry.

(cf. 1325 - Advertising and Promotion) (cf. 3290 - Gifts, Grants and Bequests)

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

BP/SP 5131.62(c)
TOBACCO (continued)

Program Evaluation

To evaluate the effectiveness of the district's program and ensure accountability, the Principal or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

(cf. 0500 - Accountability)

(cf. 5022 - Student and Family Privacy Rights) (cf. 6162.8 - Research)

Adopted: on or before August 31, 2018

Revised: TBD

Bullying

BP 5131.2(a)

The Executive Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 -Conduct)

(cf. 5136 -Gangs)

(cf. 5145.3 -Nondiscrimination/Harassment)

(cf. 5145.7 -Sexual Harassment)

(cf. 5145.9 -Hate-Motivated Behavior)

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

(cf. 5145.2 -Freedom of Speech/Expression)

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 -School Plans/Site Councils)

(cf. 0450 -Comprehensive Safety Plan)

(cf. 1220 -Citizen Advisory Committees)

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

(cf. 6020 -Parent Involvement)

Bullying Prevention

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

(cf. 5137 -Positive School Climate)

(cf. 6164.2 -Guidance/Counseling Services)

The Local Education Agency (LEA) may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 -Student Use of Technology)
(cf. 6142.8 -Comprehensive Health Education)
(cf. 6142.94 -History-Social Science Instruction)

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

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

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

Intervention

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

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

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Adopted: On or before August 31, 2018 Woodland, California

Prohibited Harassment Policy - Students

Prohibited Harassment:

The YCCA maintains a strict policy prohibiting sexual harassment and harassment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. This policy applies to all students involved with the county office of education and prohibits such harassment of a student by any employee or other student of the county office of education. Prohibited harassment in any form, including verbal, physical, and visual conduct, threats, demands, and retaliation will not be tolerated. Harassment because of sex, race, ancestry, physical handicap, medical condition, marital status, age, sexual orientation, or any other protected basis may include, but is not limited to:

1. Verbal conduct such as epithets, derogatory comments, graphic comments about one's body, slurs, threats, jokes, sexual rumors, or unwanted sexual advances, invitations, or comments.
2. Visual conduct such as derogatory posters, photography, cartoons, drawings, leering, gestures, or displaying sexually suggestive objects.
3. Physical conduct such as assault or battery (unwanted touching), blocking normal movement, or interfering with work directed at you because of your sex or any other protected basis.
4. Threats and demands to submit to sexual requests in order to keep your educational benefits or avoid some other loss, and offers of educational benefits in return for sexual favors.
5. Retaliation for having reported or threatened to report harassment.

Prohibited sexual harassment occurs when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's academic status or progress.
2. Submission to or rejection of the conduct by an individual is used as the basis for academic decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact on the individual's academic work or progress performance, or has the purpose or effect of creating an intimidating, hostile or offensive educational environment. The conduct is sufficiently severe, persistent, pervasive or objectively offensive so as to create a hostile or abusive educational environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the county office or school.

Series 5000: Students

Investigation Procedures:

If a student believes there is harassment in the educational environment because of sex, race, ancestry, or other prohibited basis, the procedure outlined in this policy should be used to file a complaint and begin an investigation. The Principal or designee shall determine which complaint procedure is appropriate when multiple complaint policies apply.

A student has a right to redress for prohibited harassment. In order to secure this right, a student should submit a written complaint to the county office supervisor for their program, or the

Director, Human Resources, as soon as possible after any incident believed to be prohibited harassment. The complaint should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. Supervisors will refer all complaints of prohibited harassment to the Director, Human Resources. The Director, Human Resources, can be reached at (530) 668-3784. The Director, Human Resources, or his/her designee, will undertake an effective, thorough, and objective investigation of the harassment allegations. Each complaint of sexual harassment shall be promptly investigated in a way that maintains confidentiality and respects the privacy of all parties concerned.

In investigating the complaint, the investigator shall individually interview the student who is complaining, the person accused of harassment, anyone who saw the harassment, and anyone who has related and relevant information. The investigator may also discuss the complaint, if necessary to carry out the investigation or for other good reasons, with the Superintendent or designee, the parents/guardians of the people complaining or accused, staff members who have knowledge of witnesses' credibility, child protective agencies (if applicable), and/or legal counsel. This investigation will be promptly conducted and the results will be communicated to the Executive . The final results will then be communicated to the student or his/her parent/guardian as soon as practical.

If the Deputy Superintendent determines that prohibited harassment has occurred, the county office will take effective corrective or remedial action commensurate with the severity of the offense. Such action may include disciplinary action. Appropriate action will also be taken to deter any future harassment. Whatever action is taken against the harasser will be made known to the student to the extent allowed by law. The county office may also take disciplinary measures against any person who is found to have made a complaint which he/she knew was not true.

Retaliation:

The county office will not retaliate against anyone for filing a complaint, threatening to file, or participating in an investigation, proceeding, or hearing regarding sexual harassment. The county office will not knowingly permit retaliation by employees or other students.

Board Bylaws and Policies Manual and BP/SP 5145.3

Superintendent's Policies and Procedures Manual Page 3 of 3

Yolo County Office of Education

Series 5000: Students

Appeals And Other Remedies:

Complainants may appeal the final action taken by the Deputy Superintendent regarding the written complaint to the California Department of Education. Complainants are hereby informed that injunctions, restraining orders and other civil law remedies may also be available to them. (Education Code section 262.3.)

Notifications:

A copy of this policy shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year. (Education Code section 48980.)
2. Be displayed in a prominent location near each school principal's office. (Education Code section 231.5.)
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session. (Education Code section 231.5.)

4. Appear in any county office publication that sets forth the comprehensive rules, regulations, procedures and standards of conduct for the county office and its programs.
(Education Code section 231.5.)

The county office encourages all students to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Legal References:

Education Code sections 200, et seq. (Educational Equity)

Education Code section 48900(n): Suspension or expulsion for sexual assault/battery

Education Code section 48900.2: Suspension or expulsion for sexual harassment

Education Code section 48904: Liability of parents/guardians for willful student misconduct

Education Code section 48980: Notice at beginning of term

5 California Code of Regulations, sections 4900, et seq. (Educational Equity)

Civil Code section 51.9: Liability for sexual harassment in professional relationships

Civil Code section 1714.1: Liability of parents/guardians for willful student misconduct

20 United States Code, sections 1681-1688 (Title IX)

42 United States Code, section 2000d (Title VI)

42 United States Code, sections 2000e, et seq. (Title VII)

34 CFR sections 106.1-106.71

ADOPTED: August, 2018

REVISED: TBD

UNIFORM COMPLAINT PROCEDURES

The YCCA Executive Board recognizes that YCCA is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. YCCA shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying, noncompliance with laws relating to pupil fees for participation in an education activity and noncompliance with laws relating to the Local Control and Accountability Plan (LCAP) and shall seek to resolve those complaints in accordance with the county's uniform complaint procedures. (5 CCR 4620)

YCCA shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, ethnic group identification, race, ethnicity, ancestry, national origin, religion, color, marital or parental status, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any County Office program or activity that receives or benefits from state financial assistance. (5 CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

(cf. 0410 - Nondiscrimination in County Office Programs and Activities) (cf. 1312.1 - Complaints Concerning County Office Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials) (cf. 3553 - Free and Reduced Price Meals)
(cf. 4031 - Complaints Concerning Discrimination in Employment) (cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners) (cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the YCCA Executive Board Williams uniform complaint procedure.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The YCCA Executive Board encourages the early, informal resolution of complaints at the site level whenever possible.

The YCCA Executive Board acknowledge and respect every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the YCCA Executive Board or designee, on a case-by-case basis.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information) (cf. 5125 - Student Records) (cf. 9011 - Disclosure of Confidential/Privileged Information)

The YCCA Executive Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The YCCA Executive Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the YCCA Executive Board shall initiate that process. YCCA Executive Board shall ensure that the results are consistent with state and federal laws and regulations.

Complaints related to the LCAP or pupil fees may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements of Education Code 52060 through 52071 or laws relating to pupil fees.

An LCAP complainant not satisfied with the decision of the county superintendent of schools, or charter school may appeal the decision to the Superintendent of Public Instruction and shall receive a written appeal decision within 60 days of the Superintendent's receipt of appeal.

If the charter school finds merit in an LCAP or pupil fees complaint, or the charter finds merit in an appeal, the charter school shall provide a remedy to all affected pupils, parents, and guardians. In the case of pupil fees reasonable and good faith efforts will be made to ensure full reimbursement to all affected pupils, parents, and guardians who paid a pupil fee within one year prior to the filing of the complaint (5 CCR 4600 u), subject to procedures established through regulations adopted by the state board (EC 49013 (d), 52075 (d)) A pupil fees complaint may be filed with the principal of a school, may be filed anonymously and shall filed no later than one year from the date the alleged violation occurred. (EC 49013(a); 5CCR 4630(c)(2))

Legal Reference: EDUCATION

CODE

200-262.4 *Prohibition of discrimination*
8200-8498 *Child care and development programs*
8500-8538 *Adult basic education*
18100-18203 *School libraries*
32289 *School safety plan, uniform complaint procedure*
35186 *Williams uniform complaint procedure*
41500-41513 *Categorical education block grants*
48985 *Notices in language other than English*
49060-49079 *Student records*
49490-49590 *Child nutrition programs*
52075 *Complaints Local Control Accountability Plans*
52160-52178 *Bilingual education programs*
52300-52490 *Career-technical education*
52500-52616.24 *Adult schools*
52800-52870 *School-based coordinated programs*
54000-54028 *Economic impact aid programs*
54100-54145 *Miller-Unruh Basic Reading Act*
54400-54425 *Compensatory education programs*
54440-54445 *Migrant education*
54460-54529 *Compensatory education programs*
56000-56867 *Special education programs*
59000-59300 *Special schools and centers*
64000-64001 *Consolidated application process*

PENAL CODE

422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

3080 *Application of section*
4600-4687 *Uniform complaint procedures*
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

6301-6577 *Title I basic programs*
6601-6777 *Title II preparing and recruiting high quality teachers and principal*
6801-6871 *Title III language instruction for limited English proficient and immigrant students*
7101-7184 *Safe and Drug-Free Schools and Communities Act*
7201-7283g *Title V promoting informed parental choice and innovative programs*
7301-7372 *Title V rural and low-income school programs*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/offices/OCR>

STUDENTS

The YCCA Executive Board recognizes that good physical and mental health is critical to a student's ability to learn and believe that all student should have access to comprehensive health services. The YCCA may provide access to health services at or near YCCA schools through the establishment of a school health center and/ or mobile van(s) that serve multiple campuses.

The YCCA Executive Board and the YCCA Administrator or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in YCCA schools and the community. Based on the results and this needs assessment and the availability of resources, the YCCA Administrator or designee shall recommend for the board approval and the type of health services to be provided by the district.

(cf. 5131.6 – Alcohol and Other Drugs)
(cf. 5141 – Health Care and Emergencies)
(cf. 6145.2 – Athletic Competition)
(cf. 6159 – Individualization)
(cf.6164.6 – Identification and Education Under Section 504)

YCCA Executive Board approval shall be required for any proposed used of YCCA resources and facilities to support school health services. The YCCA Administrator or designee shall identify funding opportunities availability through grant programs, private foundations, and partnerships with local agencies and organization.

(cf. 1260 – Educational Foundation)
(cf. 1330.1 – Joint Use Agreement)
(cf. 3100 – Budget)
(cf. 7000 – Facilities Master Plan)

The YCCA Executive Board may prioritize school health services to school with the greatest need, including schools with medically underserved population, a high percentage of low-income and uninsured children and youth, large numbers of English learners, Academic Performance Index ranking in deciles 1-3, and/ or a shortage of health professional in the community.

School health services shall be provided or supervised by a licensed health care professional. The YCCA Executive Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

(cf. 1020 – Youth Services)
(cf. 3312 – Contracts)

If a School nurse is employed by the school or district, he/she shall be involved in planning and implementing the school health services as appropriate.

The YCCA Administrator or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, nutrition and physical fitness programs, and activities designed to create a healthy school environment. The YCCA Administrator or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

(cf. 3550 – Food Services/Child Nutrition Program)

(cf. 5030 – Student Wellness)

(cf. 6142.7 – Physical Education and Education)

(cf. 6142.8 – Comprehensive Health Education)

(cf. 6164.2 – Counseling/Guidance Services)

Consent and Confidentiality

The YCCA Administrator or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

The YCCA Executive Board desires that costs not be a barrier to student access to services. Services may be provided free of charge or on a sliding scale in accordance with law.

The YCCA Administrator or designee shall establish procedures for billing public and private insurance programs and other applicable programs for reimbursement of services as appropriate.

To further encourage student access to health care services, the YCCA Administrator or designee shall develop and implement outreach strategies to increase enrollment of eligible students from low-to moderate-income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but not limited to, providing information about the Medi-Cal program on the application for free and reduce-price meals in accordance with law and providing students and parents/guardians with information about the low-cost Healthy Families insurance program.

(cf. 3553 – Free and Reduced Price Meals)

Program Evaluation

In order to continuously improve school health services, the YCCA Executive Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The YCCA Administrator or designee shall provide the YCCA Executive Board with periodic reports that may include, but not necessarily be limited to, rates of participation in school health services; change in student outcomes such as attendance or achievement; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

(cf. 0500 – Accountability)

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

49073-49079 Privacy of student records

49423.5 Specialized physical health care services

49557.2-49558 Eligibility for free and reduced-price meals; sharing information with Medi-Cal

FAMILY CODE

6920-6929 Consent by minor for medical treatment

GOVERNMENT CODE

95020 Individualization family services plan

HEALTH CODE

104830-104865 School-based application of fluoride or other tooth decay-inhibiting agent

121020 HIV/AIDS testing and treatment; parental consent for minor under age 12

123110 Minor's right access health records

123115 Limitation on parent/guardian access to minor's health records

123800-123995 California Children's Services Act

124025-124110 Child Health and Disability Prevention Program

124172-124174.6 Public School Health Center Support Program

124260 Mental health service; consent by minors age 12 and older

130300-130317 Health Insurance Portability and Accountability Act (HIPPA)

WELFARE AND INSTITUTIONS CODE

14059.5 Definition of "medically necessary"

14100.2 Confidentiality of Medi-Cal information

14115 Medi-Cal claims process

14124.90 Third-party health coverage

14132.06 Covered benefits; health services providing by local educational agencies

14132.47 administrative claiming process and targeted case management

CODE OF REGULATIONS, TITLE 10

2699.6500-2699.6905 Healthy Families Program

CODE OF REGULATIONS, TITLE 17

2951 Testing standards for hearing tests

6800-6874 Child Health and Disability Prevention Program

CODE OF REGULATIONS, TITLE 22

51009 Confidentiality

51050-51192 Definition of Medi-Cal providers and services
51200 Requirements for providers
51231.2 Wheelchair van requirements
51270 Local educational agency provider; conditions for participation
51304 Limitations on specified benefits
51309 Psychology, physical therapy, occupational therapy, speech pathology, audio logical services
51323 Medical transportation services
51351 Targeted case management services
51360 Local educational agency; types of services
51491 Local educational agency; eligibility for payment
51535.5 Reimbursement to local educational agency providers
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act (FERPA)
UNITED STATES CODE, TITLE 42
1320C-9 Prohibition against disclosure of records
1397aa-1397jj State Children's Health Insurance Program
CODE OF FEDERAL REGULATIONS, TITLE 42
413.300 Use and disclosure of information on Medicaid applicants and recipients
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Health Insurance Portability and Accountability Act (HIPPA)

Management Resource:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS
LEA Medi-Cal Provider Manual
California School-Based Medi-Cal Administrative Activities Manual
DEPARTMENT OF HEALTH SERVICES POLICY LETTERS
00-06 Managed Care Plan Relationships with Local Education Agency Provides, December 11, 2000

WEB SITES

California Department of Education, Health Services and School Nursing:
<http://www.cde.ca.gov/Is/he/hn>
California Department of Health Care Services: <http://www.dhcs.ca.gov>
California Department of Public Health: <http://www.cdph.ca.gov>
California School District Centers Association: <http://www.schoolhealthcenters.org>
California School Nursing Organization: <http://www.csno.org>

Adopted:

TRUANCY

To improve student attendance, the YCCA Administrator shall implement positive steps to identify the reasons for a student's unexcused absences and to help resolve the problems caused by truancy. Such strategies shall focus on early intervention and may include, but not be limited to, communication with parents/guardians and the use of student study teams.

(cf. 5113 - Absences and Excuses)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

(cf. 6164.5 - Student Success Teams)

(cf. 6176 - Weekend/Saturday Classes)

In addition, the YCCA Administrator shall cooperate with other agencies within the community to meet the needs of students who have serious school attendance or behavior problems and to maintain a continuing inventory of community resources, including alternative programs.

(cf. 1020 - Youth Services)

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

Habitually truant students may be referred to a school attendance review board, a truancy mediation program operated by the county's district attorney or probation officer, and/or juvenile court in accordance with law.

For purposes of California's welfare system (CalWORKS), a student shall be determined to be regularly attending school unless he/she has been referred to the county district attorney or probation office pursuant to Education Code 48263.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

1740 *Employment of personnel to supervise attendance (county superintendent)*

37223 *Weekend classes*

41601 *Reports of average daily attendance*

46000 *Records (attendance)*

46010-46014 *Absences*

46110-46119 *Attendance in kindergarten and elementary schools*

46140-46147 *Attendance in junior high and high schools*

48200-48208 *Children ages 6-18 (compulsory full-time attendance)*

48240-48246 *Supervisors of attendance*

48260-48273 *Truants*

48290-48296 *Failure to comply; complaints against parents*

48320-48324 *School attendance review boards*

48340-48341 *Improvement of student attendance*

49067 *Unexcused absences as cause of failing grade*

VEHICLE CODE

13202.7 *Driving privileges; minors; suspension or delay for habitual truancy*

WELFARE AND INSTITUTIONS CODE

601-601.4 *Habitually truant minors*

11253.5 *Compulsory school attendance*

CODE OF REGULATIONS, TITLE 5

306 *Explanation of absence*

420-421 *Record of verification of absence due to illness and other causes*

ATTORNEY GENERAL OPINIONS

66 *Ops.Cal.Atty.Gen. 245, 249 (1983)*

Management Resources:

CDE MANAGEMENT ADVISORIES

0114.98 *School Attendance and CalWORKS, Management Bulletin 98-01*

CDE PUBLICATIONS

School Attendance Review Board Handbook, 1995

CSBA ADVISORIES

0520.97 *Welfare Reform and Requirements for School Attendance*

WEB SITES

CDE: <http://www.cde.ca.gov>

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

Adopted:

DISCIPLINE

The YCCA Executive Board desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The YCCA believes that high expectations for student behavior, effective classroom management and parent involvement can minimize the need for discipline. Staff shall use preventative measures and positive conflict resolution techniques whenever possible.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

YCCA policies and regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. YCCA shall develop disciplinary rules to meet the school's individual needs.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)

When misconduct occurs, staff shall implement appropriate discipline and attempt to identify and address the causes of the student's behavior. Continually disruptive students may be assigned to alternative programs or removed from school in accordance with law, YCCA policy and administrative regulation. At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5136 - Gangs)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6164.5 - Student Success Teams)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

Staff shall enforce disciplinary rules fairly, consistently and without discrimination.

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

The YCCA Administrator or designee shall provide professional development as necessary to assist staff in developing classroom management skills and implementing effective disciplinary techniques.

DISCIPLINE (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Legal Reference: CIVIL

CODE

1714.1 Parental liability for child's misconduct

EDUCATION CODE

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parents or guardians

49000-49001 Prohibition of corporal punishment

49330-49335 Injurious objects

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

Management Resources:

CSBA PUBLICATIONS

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999

CDE PROGRAM ADVISORIES

1010.89 Physical Exercise as Corporal Punishment, CIL 89/9-3

1223.88 Corporal Punishment, CIL: 88/9-5

WEB SITES

CDE: <http://www.cde.ca.gov>

USDOE: <http://www.ed.gov>

Adopted:

SUICIDE PREVENTION

The YCCA Executive Office recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the YCCA Administrator or designee shall develop measures and strategies for suicide prevention, intervention, and postvention (intervention conducted after a suicide.)

The YCCA Executive Board recognize the need to specifically address high-risk groups, including but not limited to, all of the following:

- Youth bereaved by suicide,
- Youth with disabilities, mental illness, or substance use disorders,
- Youth experiencing homelessness or in out of home settings, such as foster care,
- Lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

In developing measures and strategies for use by YCCA, the YCCA Administrator or designee shall consult as appropriate with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)

(cf. 1220 - Citizen Advisory Committees)

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

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, para-educators, school counselors, administrators, and other district employees who interact with students in the secondary grades

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <http://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <http://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

Adopted:

Students

BP 5117(a)

The Yolo County Board of Education shall consider an appeal against any school district within the county for its failure or refusal to issue an interdistrict attendance permit to a student, or for its failure or refusal to enter into an interdistrict attendance agreement with another school district for the student's attendance. (Education Code 46601)

If the request for interdistrict attendance involves a school district located within the county and a school district located in a different county, the County Board shall have jurisdiction if the denial of the permit, or the refusal or failure to enter into an agreement, is by the school district within the county. If both school districts deny the permit or refuse or fail to enter into an agreement, the County Board shall have jurisdiction only if the school district within the county is the student's district of residence. (Education Code 46601)

The appeal shall be filed in writing, by a person having legal custody of the student, within 30 calendar days of the district failure or refusal to issue a permit, or to enter into an agreement allowing the interdistrict attendance. Failure to appeal within the required time is good cause for denial of an appeal. (Education Code 46601)

The appeal shall be accepted only upon verification by the County Superintendent of Schools or designee that appeals within the district have been exhausted. (Education Code 46601)

YCOE Appeals Process

1. Pursuant to Education Code 46601 *et seq*, the Yolo County Board of Education ("County Board") shall hear and resolve interdistrict attendance appeals that involve school districts within Yolo County or certain appeals that involve a district in Yolo County and a district in another county.
2. The County Board is given authority by law to adopt rules and regulations establishing procedures for interdistrict attendance appeals. In an effort to make such legal procedures understandable to parents, guardians, students and school districts, the County Board has reviewed and adopted the contents of the "Interdistrict Attendance Appeal Process Handbook" dated 08-25-15. The Handbook is established as an administrative regulation to govern interdistrict attendance appeals filed with the County Board.
3. The County Board has established limits on the types of appeals it will consider regarding interdistrict attendance agreements. These limitations are set forth in detail in E5118.00: Interdistrict Attendance Appeal Process Handbook.

(continued)

4. Although the law allows total discretion by the County Board to determine whether to grant or deny an interdistrict attendance agreement on appeal, the County Board has adopted certain criteria to guide its decision. The County Board believes that it is the responsibility of the person filing the appeal to provide facts which meet one or more of the criteria. Even if the parent/guardian submits such facts, the County Board will also consider any adverse impacts to the school district(s) in question and balance the competing factors. The criteria to be considered by the County Board is set forth in the Handbook.

Hearing

No later than 10 days prior to the hearing, the secretary to the County Board shall serve upon all parties involved, a notice by certified mail, return receipt requested. The notice shall include details of the date, time and place of the hearing, and of the opportunity to submit written statements and documentation, and to be heard on the matter.

The County Board shall conduct a hearing within 30 calendar days after the appeal is filed, to determine whether the student should be permitted to attend school in the district of his/her choice. If it is impractical for the County Board to comply with the time requirement for the hearing, the County Board may extend the time period for up to an additional five school days. (Education Code 46601)

Final Order of the County Board

Hearing Officer or Administrative Panel without Authority to Render Final Decision

The County Board shall render a decision within 10 days of receiving the hearing officer/administrative panel's recommended decision. (Education Code 46601)

The County Board shall either grant or deny an appeal on its merits. However, if new evidence or grounds for the request are introduced, the County Board may remand the matter for further consideration by the district or districts.

If the County Board determines that the student should be permitted to attend school in the district of choice, the County Board shall fix the length of time for the student's attendance in that district, and the student shall be admitted to a school in that district without delay. (Education Code 44601, 46602)

All parties shall be notified in writing of the decision of the County Board. (Education Code 46602)

Legal Reference: (see next page)

(continued)

Legal Reference:

EDUCATION CODE

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48209-48209.17 Student attendance alternatives

48660-48666 Community day schools

48900-48926 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

GOVERNMENT CODE

11455.20 Contempt

54950-54962 Ralph M. Brown Act (re closed sessions)

Adopted: August 25, 2015

YOLO COUNTY OFFICE OF EDUCATION
Woodland, California

The YCCA Executive Board believes that grades serve a valuable instructional purpose by helping students and parents/guardians identify the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

(cf. 5020 - Parent Rights and Responsibilities)

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the YCCA Executive Board or YCCA Administrator except as provided by law, YCCA policy and administrative regulation. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level. The YCCA Administrator shall establish and regularly evaluate a uniform grading system, and site administrators shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

(cf. 6011 - Academic Standards)

(cf. 6020 - Parent Involvement)

Grades should be based on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and objectives. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests and portfolios.

When reporting student grades to parents/guardians, teachers may add narrative descriptions, observational notes and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

Grade Point Average (GPA)

The YCCA Administrator shall recommend the methodology to be used in calculating students' grade point averages.

The YCCA Administrator shall also recommend whether extra grade weighting will be assigned for honors courses that are substantially similar in depth, breadth and rigor to an Advanced Placement course, an entry-level college course or a community college level course.

(cf. 6141.5 - Advanced Placement)

Legal Reference: (see next page)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Legal Reference:

EDUCATION CODE

41505-41508 *Pupil Retention Block Grant*

48070 *Promotion and retention*

48205 *Excused absences*

49066 *Grades; finalization; physical education class*

49067 *Mandated regulations regarding student's achievement*

49069.5 *Students in foster care, grades and credits*

CODE OF REGULATIONS, TITLE 5

10060 *Criteria for reporting physical education achievement, high schools*

UNITED STATES CODE, TITLE 20

1232g *Family Education Rights and Privacy Act (FERPA)*

6101-6251 *School-to-Work Opportunities Act of 1994*

COURT DECISIONS

Owasso Independent School District v. Falvo (2002) 122 S.Ct. 934

Las Virgenes Educators Association v. Las Virgenes Unified School District (2nd Appellate District 2001)

86 Cal.App.4th 1

Swany v. San Ramon Valley Unified School District (N.D.Cal. 1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education (App. 2 Dist. 1986) 224 Cal.

Rptr. 885, 179 C.A. 3d 593

Management Resources:

CDE PUBLICATIONS

Elementary Makes the Grade!, 2001

WEB SITES

CDE: <http://www.cde.ca.gov>

Advanced Placement Challenge Project: <http://www.apchallenge.net>

Adopted:

RELEASE OF DIRECTORY INFORMATION

The YCCA Executive Board recognize the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, YCCA policy, and administrative regulation.

The YCCA Administrator or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with YCCA policy and administrative regulation.

(cf. 1112 - Media Relations)

The YCCA Administrator or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of YCCA students. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

*Legal Reference:*EDUCATION CODE

49061 Definitions

49063 Notification of parents of their rights

49073 Release of directory information

49073.5 Directory information; military representatives; telephone numbers

49603 Public high schools; military recruiting

UNITED STATES CODE, TITLE 10

503 Military recruiter access to directory information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

7908 Armed forces recruiter access to students and student recruiting information

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

*Management Resources:*U.S. DEPARTMENT OF EDUCATION GUIDANCEAccess to High School Students and Information on Students by Military Recruiters, 2002WEB SITES

U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/policy/gen/guid/fpco/index.html>

Adopted:

PARENT RIGHTS AND RESPONSIBILITIES

The YCCA Executive Board recognizes that parents/guardians of the YCCA students have certain rights as well as responsibilities related to the education of their children.

The YCCA Executive Board believes that the education of YCCA students is a shared responsibility. The YCCA Executive Board shall work with parents/guardians, including parents/guardians of English learners, to determine appropriate roles and responsibilities of parents/guardians, school staff and students for continuing the intellectual, physical, emotional and social development and well-being of students at each school or program site, including the means by which the schools and parents/guardians can help students achieve academic and other standards of the school/program.

Within this framework, the school's primary responsibility shall be to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all students to meet the academic expectations of the school.

Parents/guardians shall have the opportunity to work with schools in a mutually supportive and respectful partnership and to help their children succeed in school. (Education Code 51100)

(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

The YCCA Executive Board County shall ensure that YCCA staff understand the rights of parents/guardians afforded by law and Executive Board policy and follow acceptable practices that respect those rights.

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

The YCCA Executive Board shall ensure that parents/guardians receive notification regarding their rights in accordance with law.

(cf. 5145.6 - Parental Notifications)

The YCCA Executive Board shall take all reasonable steps to ensure that all parents/guardians who speak a language other than English are properly notified in English, and in their home language of the rights and opportunities available to them pursuant to Education Code 48985. (Education Code 51101.1)

Legal Reference: (see next page)

PARENT RIGHTS AND RESPONSIBILITIES (continued)

Legal Reference:

EDUCATION CODE

33126 School accountability report card

35291 Disciplinary rules

48070.5 Promotion and retention of students

48985 Notice to parent in language other than English

49091.10-49091.19 Parental review of curriculum and instruction

49602 Confidentiality of pupil information

51100-51102 Parent/guardian rights

51513 Personal beliefs

60510 Disposal of surplus instructional materials

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

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

CDE: <http://www.cde.ca.gov>

Adopted:

CONCEPTS AND ROLES

The YCCA Executive Board and the YCCA shall make every effort to maintain a safe, positive school environment and student services that promote student welfare and academic achievement. The YCCA expects students to make good use of learning opportunities by demonstrating regular attendance, appropriate conduct and respect for others.

(cf. 5113 - Absences and Excuses)
(cf. 5131 - Conduct)
(cf. 5137 - Positive School Climate)

The YCCA is fully committed to providing equal educational opportunities and keeping the schools free from discriminatory practices. The County Office shall not tolerate the intimidation or harassment of any student for any reason.

(cf. 5145.3 - Nondiscrimination/Harassment)

The YCCA shall establish and keep parents/guardians and students well informed about school rules and regulations related to attendance, health examinations, records, grades and student conduct. When conducting hearings related to discipline, attendance and other student matters, the Y C C A shall afford students their due process rights in accordance with law.

(cf. 5125 - Student Records)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.6 - Parental Notifications)
(cf. 9000 - Role of the Board)

Legal Reference:

EDUCATION CODE
35160 Authority of governing boards
35160.1 Broad authority of school districts
35291-35291.5 Rules

Adopted:

The Yolo County Board of Education shall consider an appeal against any school district within the county for its failure or refusal to issue an interdistrict attendance permit to a student, or for its failure or refusal to enter into an interdistrict attendance agreement with another school district for the student's attendance. (Education Code 46601)

If the request for interdistrict attendance involves a school district located within the county and a school district located in a different county, the County Board shall have jurisdiction if the denial of the permit, or the refusal or failure to enter into an agreement, is by the school district within the county. If both school districts deny the permit or refuse or fail to enter into an agreement, the County Board shall have jurisdiction only if the school district within the county is the student's district of residence. (Education Code 46601)

The appeal shall be filed in writing, by a person having legal custody of the student, within 30 calendar days of the district failure or refusal to issue a permit, or to enter into an agreement allowing the interdistrict attendance. Failure to appeal within the required time is good cause for denial of an appeal. (Education Code 46601)

The appeal shall be accepted only upon verification by the County Superintendent of Schools or designee that appeals within the district have been exhausted. (Education Code 46601)

YCOE Appeals Process

1. Pursuant to Education Code 46601 *et seq*, the Yolo County Board of Education ("County Board") shall hear and resolve interdistrict attendance appeals that involve school districts within Yolo County or certain appeals that involve a district in Yolo County and a district in another county.
2. The County Board is given authority by law to adopt rules and regulations establishing procedures for interdistrict attendance appeals. In an effort to make such legal procedures understandable to parents, guardians, students and school districts, the County Board has reviewed and adopted the contents of the "Interdistrict Attendance Appeal Process Handbook" dated 08-25-15. The Handbook is established as an administrative regulation to govern interdistrict attendance appeals filed with the County Board.
3. The County Board has established limits on the types of appeals it will consider regarding interdistrict attendance agreements. These limitations are set forth in detail in E5118.00: Interdistrict Attendance Appeal Process Handbook.

(continued)

4. Although the law allows total discretion by the County Board to determine whether to grant or deny an interdistrict attendance agreement on appeal, the County Board has adopted certain criteria to guide its decision. The County Board believes that it is the responsibility of the person filing the appeal to provide facts which meet one or more of the criteria. Even if the parent/guardian submits such facts, the County Board will also consider any adverse impacts to the school district(s) in question and balance the competing factors. The criteria to be considered by the County Board is set forth in the Handbook.

Hearing

No later than 10 days prior to the hearing, the secretary to the County Board shall serve upon all parties involved, a notice by certified mail, return receipt requested. The notice shall include details of the date, time and place of the hearing, and of the opportunity to submit written statements and documentation, and to be heard on the matter.

The County Board shall conduct a hearing within 30 calendar days after the appeal is filed, to determine whether the student should be permitted to attend school in the district of his/her choice. If it is impractical for the County Board to comply with the time requirement for the hearing, the County Board may extend the time period for up to an additional five school days. (Education Code 46601)

Final Order of the County Board

Hearing Officer or Administrative Panel without Authority to Render Final Decision

The County Board shall render a decision within 10 days of receiving the hearing officer/administrative panel's recommended decision. (Education Code 46601)

The County Board shall either grant or deny an appeal on its merits. However, if new evidence or grounds for the request are introduced, the County Board may remand the matter for further consideration by the district or districts.

If the County Board determines that the student should be permitted to attend school in the district of choice, the County Board shall fix the length of time for the student's attendance in that district, and the student shall be admitted to a school in that district without delay. (Education Code 44601, 46602)

All parties shall be notified in writing of the decision of the County Board. (Education Code 46602)

Legal Reference: (see next page)

(continued)

Legal Reference:

EDUCATION CODE

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48209-48209.17 Student attendance alternatives

48660-48666 Community day schools

48900-48926 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

GOVERNMENT CODE

11455.20 Contempt

54950-54962 Ralph M. Brown Act (re closed sessions)

Adopted: August 25, 2015

YOLO COUNTY OFFICE OF EDUCATION
Woodland, California

Child Abuse Prevention

The YCCA Executive Board recognizes the YCCA's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.

The YCCA instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also shall include training in self-protection techniques.

(cf. 6143 - Courses of Study)

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

(cf. 1020 - Youth Services)

Child Abuse Reporting

The YCCA Executive Board recognizes that child abuse has severe consequences and that the YCCA has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The YCCA Administrator or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.

(cf. 0450 - Comprehensive Safety Plan)

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

The YCCA Administrator or designee shall provide training regarding the reporting duties of mandated reporters.

In the event that training is not provided to mandated reporters, the YCCA Administrator or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)

Legal Reference: (see next page)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Legal Reference:

EDUCATION CODE

32280-32288 *Comprehensive school safety plans*
33308.1 *Guidelines on procedure for filing child abuse complaints*
44690-44691 *Staff development in the detection of child abuse and neglect*
44807 *Duty concerning conduct of students*
48906 *Notification when student released to peace officer*
48987 *Dissemination of reporting guidelines to parents*
49001 *Prohibition of corporal punishment*
51220.5 *Parenting skills education*

PENAL CODE

152.3 *Duty to report murder, rape, or lewd or lascivious act*
273a *Willful cruelty or unjustifiable punishment of child; endangering life or health*
288 *Definition of lewd or lascivious act requiring reporting*
11164-11174.4 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

15630-15637 *Dependent adult abuse reporting*

CODE OF REGULATIONS, TITLE 5

4650 *Filing complaints with CDE, special education students*

Management Resources:

CDE LEGAL ADVISORIES

0514.93 *Guidelines for parents to report suspected child abuse*

WEB SITES

California Attorney General's Office, Crime and Violence Prevention Center: <http://safestate.org>

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

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

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

U.S. Department of Health and Human Services, National Clearinghouse on Child Abuse and Neglect

Information: <http://nccanch.acf.hhs.gov>

Adopted:

STUDENT EXPULSION APPEALS

The Yolo County Board of Education shall hear and determine an appeal of an expulsion order issued against a student by a school district within the jurisdiction of the county.

A student expelled by the governing board of a school district or his/her parent/guardian (appellant) may appeal the expulsion to the County Board within 30 days of the school district's action. The appeal shall be filed in writing and shall include the following information:

1. Name of the expelled student
2. Contact address and telephone number of the student and/or parent/guardian
3. Name of respondent school district
4. Date of respondent school district's action to expel student
5. Ground(s) on which appeal is based

The appellant shall submit to the County Board, a certified copy of the written transcripts and supporting documents of the proceedings before the school district. Because delay in receiving the transcripts may prejudice the student's case, the student is encouraged to request a copy of the transcripts and other related records from the district no later than the date on which the appeal is filed. (Education Code 48921)

The County Board shall hold a hearing within 20 school days of the filing of the appeal. (Education Code 48919)

No later than 10 days prior to the hearing, the secretary to the County Board shall serve upon the student and the respondent school board, by certified mail, return receipt requested, a notice of the hearing including details such as the date, time and place of the hearing. The notice shall also contain a statement that the hearing shall be in closed session unless the student requests in writing at least five days prior to the hearing, that the hearing be conducted in open session.

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the County Board shall hear an appeal of an expulsion order in closed session, unless the student requests in writing at least five days prior to the hearing that the hearing be conducted at a public meeting. If such request is made, the hearing shall be public unless another student's privacy rights would be violated. (Education Code 48920)

STUDENT EXPULSION APPEALS (continued)

Whether the expulsion hearing is held in closed or public session, the County Board may meet in closed session to deliberate on the appeal. If the County Board admits one of the parties or their representative(s) to the closed session, the other party or their representative(s) shall also be allowed to attend the closed session. (Education Code 48920)

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48919)

Scope of Review

The County Board shall determine the appeal based on the record of the hearing before the County Office governing board and other applicable documentation and/or regulations. No evidence other than that contained in the record of proceedings of the district governing board shall be heard except in a *de novo* proceeding, granted pursuant to Education Code 48923. (Education Code 48921)

A *de novo* proceeding involves an independent determination by the County Board, of all the issues previously considered by the school district's governing board.

The County Board's review shall be limited to: (Education Code 48922)

1. Whether the governing board acted without or in excess of its jurisdiction.
2. Whether there was a fair hearing before the governing board.
3. Whether there was a prejudicial abuse of discretion in the hearing. Abuse of discretion is established if:
 - a. School officials did not meet the procedural requirements of Education Code 48900-48926;
 - b. The decision to expel the student is not supported by the findings prescribed by Education Code 48915; or
 - c. The findings are not supported by the evidence
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the governing board.

STUDENT EXPULSION APPEALS (continued)**Final Order of the County Board**

The County Board shall render its final decision within three school days of the hearing unless the student requests a postponement. (Education Code 48919)

The County Board's decision shall be limited as follows: (Education Code 48923)

1. Where the County Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced, or which was improperly excluded at the hearing before the governing board, the County Board may remand the matter to the governing board for reconsideration or grant a hearing *de novo*.
2. Where the County Board determines that the governing board decision is not supported by findings required to be made by Education Code 48915, but evidence supporting such findings exists in the record of the proceedings, the County Board shall remand the matter to the governing board for adoption and inclusion of the required findings.
3. In all other cases, the County Board shall either affirm or reverse the decision of the governing board. If the County Board reverses a governing board's decision, the County Board may direct the governing board to expunge all references to the expulsion action from the district and student's records, and the expulsion shall be deemed not to have occurred.

The decision of the County Board shall be final and binding upon the student and the governing board. The student and the governing board shall be notified of the final order of the County Board, in writing, either by personal service or by certified mail. The order shall become final when rendered. (Education Code 48924)

Legal Reference: (see next page)

STUDENT EXPULSION APPEALS (continued)

Legal Reference:

EDUCATION CODE

1981 Enrollment of students

17292.5 Program for expelled students

35145 Public meetings

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48660-48666 Community day schools

48900-48926 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

GOVERNMENT CODE

11455.20 Contempt

54950-54962 Ralph M. Brown Act (re closed sessions)

COURT DECISIONS

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182 John A. v. San Bernardino School District (1982) 33 Cal. 3d 301, 308

Management Resources:

CDE PROGRAM ADVISORIES

0306.96 Expulsion Policies and Educational Placements, SPB 95/96-04

WEB SITES

CDE: <http://www.cde.ca.gov> CSBA:

<http://www.csba.org>

Adopted: August 25, 2015

YOLO COUNTY OFFICE OF EDUCATION
Woodland, California

SAFETY

The YCCA Executive Board recognizes the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The YCCA Administrator or designee shall implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs, and school-sponsored activities.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3320 - Claims and Actions Against the District)
(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3530 - Risk Management/Insurance)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5142.1 - Identification and Reporting of Missing Children)
(cf. 5143 - Insurance)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6145.2 - Athletic Competition)
(cf. 6161.3 - Toxic Art Supplies)
(cf. 6163.2 - Animals at School)
(cf. 7111 - Evaluating Existing Buildings)

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

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

(cf. 5141.7 - Sun Safety)
(cf. 6142.8 - Comprehensive Health Education)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

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

GOVERNMENT CODE

810-996.6 *California Tort Claims Act*

HEALTH AND SAFETY CODE

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

PENAL CODE

245.6 *Hazing*

PUBLIC RESOURCES CODE

5411 *Purchase of equipment usable by physically disabled persons*

VEHICLE CODE

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

CODE OF REGULATIONS, TITLE 5

202 *Exclusion of students with a contagious disease*
570-576 *School safety patrols*
5531 *Supervision of social activities*
5552 *Playground supervision*
5570 *When school shall be open and teachers present*
14103 *Bus driver; authority over pupils*

Legal Reference continued: (see next page)

Legal Reference: (continued)

COURT DECISIONS

Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138

Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990

Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508

Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Management Resources:

AMERICAN SOCIETY FOR TESTING AND MATERIALS

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

U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS

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

WEB SITES

American Society for Testing and Materials: <http://www.astm.org>

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

California Department of Health Services: <http://www.dhs.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Environmental Protection Agency: <http://www.epa.gov>

U.S. Consumer Product Safety Commission: <http://www.cpsc.gov>

U.S. Department of Education, Safe Schools: <http://www.ed.gov/about/offices/list/osep/osep/gtss.html>

Adopted:

Sample Calendar for Yolo County Charter Academy (2018-2019 calendar approval in 2018)

July (9 days extended year)

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August (11 days)

	1	2	3	4
7	8	9	10	11
14♦	15♦	16	17	18
21♠	22	23	24	25
28	29	30	31	

September (20 days)

				1
4☺	5	6	7	8
11	12	13	14	15*
18	19	20	21	22
25	26	27	28	29

October (22 days)

2	3	4	5	6
9	10	11	12	13*
16	17	18	19	20
23	24	25	26	27
30	31			

November (15 days)

		1	2	3
6	7	8	9☼	10☺*
13	14	15	16	17
20☼	21☼	22☼	23☺	24♫
27	28	29	30	

December (15 days)

				1
4	5	6	7	8*
11	12	13	14	15
18	19	20	21	22☼
25☺	26♫	27☼	28☼	29☼

January (15 days)

1☺	2☼	3☼	4☼	5☼
8☼	9☼	10	11	12
15☺	16	17	18	19*
22	23	24	25	26
29	30	31		

February (18 days)

			1	2
5	6	7	8	9
12☺	13	14	15	16*
19☺	20	21	22	23
26	27	28		

March (22 days)

			1	2
5	6	7	8	9
12	13	14	15	16*
19	20	21	22	23
26	27	28	29	30

April (16 days) (3 days extended year)

2	3	4	5☼	6☼
9	10	11	12	13*
16	17	18	19	20
23	24	25	26	27
30				

May (22 days)

	1	2	3	4
7	8	9	10	11*
14	15	16	17	18
21	22	23	24	25
28☺	29	30	31	

June (6 days) (9 days extended year)

				1
4	5	6	7	8♠*
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

♦	Staff Work Day--No Students
♠	School Begins/Ends
☺	Legal Holiday
♫	Local Holiday
☼	School Holiday
☼	School Recess/Instructional Staff--Non Work

*End of Month-Register	
1st Mo - 19 days	
2nd Mo -20 days	7th Mo - 19 days
3rd Mo - 18 days	8th Mo - 15 days
4th Mo - 15 days	9th Mo - 20 days
5th Mo - 16 days	10th Mo - 19 days
6th Mo - 19 days	

Staff Orientation: 8/14/2017	
Instructional Days:	
Regular Year = 180	
Extended Year = 21	
Month () = Teacher Work Days--182	
Calendar F	6/5/2017



AGREEMENT

BETWEEN

**YOLO COUNTY
OFFICE OF EDUCATION**

AND

**CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION**

CHAPTER No. 639

JULY 1, 2016 – JUNE 30, 2019

(Revised May 8, 2017)

AGREEMENT

BETWEEN

YOLO COUNTY
OFFICE OF EDUCATION

And

CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION

CHAPTER No. 639

TABLE OF CONTENTS

Article Title	Page No.
1. Recognition	1
1.1 CSEA Recognition	
1.2 Scope of Representation	
2. Term of Agreement	2
2.1 Term of Agreement	
2.2 Reopener	
3. Organizational Security	3
3.1 Dues and Service Fee Deductions	
3.2 CSEA Dues	
3.3 Service Fees	
3.4 Contribution in Lieu of Dues or Service Fee	
3.5 Remittance to CSEA	
3.6 Information Required	
3.7 Notification to New Employees	
3.8 Hold Harmless	
4. Personnel Files	5
4.1 Personnel Files	
4.2 Evaluation	
5. Organizational Rights	6
5.1 CSEA Rights	
5.2 Distribution of Contract	
6. Job Representatives	7
6.1 Purpose	
6.2 Selection of Job Representatives	
6.3 Duties and Responsibilities of Job Representatives	
7. Definitions	8
8. Hours and Overtime	10
8.1 Workweek	
8.2 Workday	
8.3 Reduction in Assigned Time	
8.4 Adjustment of Assigned Time	
8.5 Rest Periods and Meal Periods	
8.6 Overtime	
8.7 Minimum Call-In Time	
8.8 Right of Refusal	
8.9 Hours Worked	
8.10 Off Site Program Schedules	
8.11 Classroom Instructional Support Staff Workyear	

9. Pay and Allowances	13
9.1 Regular Rate of Pay	
9.2 Frequency – Once Monthly	
9.3 Payroll Errors	
9.4 Lost Warrants	
9.5 Pay Increases	
9.6 Promotion	
9.7 Mileage	
9.8 Meals	
9.9 Lodging	
9.10 Out of Class Pay	
9.11 Bilingual Compensation	
9.12 Summer Refund Pay	
10. Employee Expenses and Materials	16
10.1 Uniforms	
10.2 Replacing or Repairing Employee’s Property	
10.3 Safety Equipment	
10.4 Physical Examinations	
10.5 Employee Achievement Awards	
10.6 Hold Harmless Clause	
11. Fringe Benefits/Retirement Contribution	17
11.1 Employees and Dependent Insurance Coverage	
11.2 Paid Benefits – Full-Time Employees	
11.3 Part-Time Employees	
11.4 Employees on Unpaid Leave	
11.5 Retiree’s Health Benefits	
11.6 Retirement Contribution	
11.7 IRC 125 Plan	
12. Holidays	19
12.1 Scheduled Holidays	
12.2 Substitute Holidays	
12.3 Holidays on Saturday or Sunday	
12.4 Staff Development Day	
12.5 Holiday Eligibility	
13. Vacation Plan	21
13.1 Eligibility	
13.2 Paid Vacation	
13.3 Accumulation	
13.4 Vacation Pay	
13.5 Vacation Pay Upon Termination	
13.6 Vacation Carry-Over	
13.7 Holidays	
13.8 Vacation Scheduling	
13.9 Interruption of Vacation	

14. Leaves	23
14.1 Bereavement Leave	
14.2 Jury Duty	
14.3 Military Leave	
14.4 Sick Leave	
14.5 Industrial Accident and Illness Leave	
14.6 Entitlement to Other Sick Leave	
14.7 Break in Service	
14.8 Personal Necessity Leave	
14.9 Personal Business Leave	
14.10 Parental Leave	
14.11 General Leaves	
14.12 Retraining and Study Leave	
14.13 Family Care Leave	
14.14 Prior Notice, Permission and Verification of Absences	
15. Hiring	29
15.1 Distribution of Job Information	
15.2 Student Employees	
16. Transfers	30
16.1 Job Site Transfers	
16.2 Lateral Transfers	
16.3 Medical Transfers	
16.4 Itinerant Paraeducator	
16.5 Non-Disciplinary Reassignment	
17. Promotion	33
17.1 First Consideration	
17.2 Posting of Notice	
17.3 Notice Contents	
17.4 Filing	
17.5 Vacancies Occurring After the Fourth Week of School	
18. Classification and Changes in Classification	35
18.1 Placement in Designated Classification Title	
18.2 Newly Created Classes of Positions	
18.3 Incumbent Rights	
18.4 Downward Adjustment	
18.5 Salary Placement of Reclassified Positions	
18.6 Reclassification Requests	
19. Layoff and Reemployment	37
19.1 Reason for Layoff	
19.2 Notice of Layoff	
19.3 Reduction in Hours	
19.4 Order of Layoff	
19.5 Displacement Rights	
19.6 Layoff in Lieu of Bumping	
19.7 Equal Seniority	

19.8	Reemployment Rights	
19.9	Voluntary Demotion or Voluntary Reduction in Hours	
19.10	Retirement in Lieu of Layoff	
19.11	Seniority Roster	
19.12	Notification of Reemployment Opening	
19.13	Employee Notification to Superintendent	
19.14	Reemployment in Highest Class	
19.15	Improper Layoff	
19.16	Reinstatement of Seniority	
19.17	Compensatory Time	
19.18	Fringe Benefits	
19.19	Personal Necessity Leave	
19.20	Seniority List	
19.21	Notice to CSEA	
20.	Disciplinary Action	41
20.1	Definitions	
20.2	Probationary Employees	
20.3	Permanent Employees	
20.4	Notification to Employee	
20.5	No Hearing Request	
20.6	Hearing Request	
20.7	Employment Status Pending Appeal or Waiver	
21.	Grievance Procedure	45
21.1	Definitions of Terms Used in This Article	
21.2	Time Limits Specified in This Article	
21.3	The Grievance Procedure	
21.4	Miscellaneous Provisions Relating to This Article	
22.	Safety	48
23.	The Effects of Contracting Out Bargaining Unit Work	49
23.1	Restriction on Contracting Out	
24.	Severability	50
25.	Professional Growth	51
26.	Contract Provisions	52
27.	Concerted Activities	53
27.1	No Strikes	
27.2	Violation	
27.3	Lockout	
28.	Negotiations	54
28.1	Notification and Public Notice	
28.2	Commencement of Negotiations	
28.3	Release Time for Negotiations	

- 28.4 Ratification of Additions or Changes
- 28.5 Completion of Meet and Negotiations

29. Management Rights	55
29.1 Rights	
29.2 Limits	
29.3 Emergencies	
30. One-On-One Paraeducators	56
31. Catastrophic Leave	57
32. Complaint Process	58
Signatures	59

APPENDIX

DUES SCHEDULE	A
SALARY SCHEDULE	B
SP 4117.1/4217.1	C

Article 1. RECOGNITION

1.1 CSEA Recognition

The Superintendent hereby acknowledges that CSEA is the exclusive bargaining Representative for all classified employees with the exception of restricted, substitute, short term, or student employees. Also excluded from the bargaining unit are lawfully designated Certificated, Management, Confidential or Supervisory personnel.

1.2 Scope of Representation

The scope of representation shall be limited to that of Government Code 3540, et seq. Nothing herein may be construed to limit the right of the Superintendent to consult with CSEA on any matter outside the scope of representation.

Article 2. TERM OF AGREEMENT

2.1 Term of Agreement

This Agreement shall remain in full force and effect up to and including June 30, 2019.

2.2 Reopener

2.2.1 For 2016-2017, the parties agree to reopen salaries, benefits and (2) additional items chosen by each party upon notification prior to November 1, 2016.

2.2.2 For 2017-2018, the parties agree to reopen salaries, benefits and (2) additional items chosen by each party upon notification prior to November 1, 2017.

2.2.3 For 2018-2019, the parties agree to reopen salaries, benefits and (2) additional items chosen by each party upon notification prior to November 1, 2018.

Article 3. ORGANIZATIONAL SECURITY

3.1 Dues and Service Fee Deductions

The YCOE shall deduct in accordance with the current CSEA dues and service fees schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the YCOE.

3.2 CSEA Dues

The YCOE shall deduct dues in accordance with the current CSEA dues and service schedule, from the wages of all employees who after the date of the execution of this Agreement, become members of CSEA and submit to the YCOE a dues authorization form.

3.3 Service Fees

Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, either within thirty (30) days of the date of the Agreement or of their employment, apply for membership and execute an authorization for dues deduction, or in the alternative and conditioned upon CSEA's diligent good faith effort to obtain voluntary membership in CSEA, the YCOE shall deduct from the salaries of employees not applying for membership, a service fee as set forth in the current CSEA dues and service fees schedule provided further that the employee doesn't elect to conscience option in 3.4.

3.4 Contribution in Lieu of Dues or Service Fee

Those employees who refuse to join and object to paying a service fee to CSEA as a matter of religious belief or conscience pursuant to Government Code section 3546.3, may inform the YCOE to which of the following they would like their salary deductions made. Employees electing this option who request CSEA to represent them in the grievance process must reimburse CSEA for the reasonable cost.

3.4.1 Red Cross

3.4.2 United Way

3.5 Remittance to CSEA

With respect to all sums deducted by the YCOE, whether for membership dues or equivalent fees, the YCOE agrees to remit such monies promptly to CSEA.

3.6 Information Required

CSEA agrees to furnish any information needed by the YCOE and the YCOE agrees to furnish any information needed by CSEA to fulfill the provisions of the Article.

3.7 Notification to New Employees

The YCOE agrees to inform all new employees of this contract Article provision during the hiring process.

3.8 Hold Harmless

CSEA agrees to indemnify, defend and hold the Superintendent and the County Board of Education harmless against any claims relating to the deduction/collection of service fees provided herein.

Article 4. PERSONNEL FILES

4.1 Personnel Files

- 4.1.1 The personnel file of each employee shall be maintained at the Superintendent's central administration office. Any personnel files kept by any Supervisor of any employee shall not contain any material that is not in the main personnel file except time keeping records and other such material which are usually kept in a working file.
- 4.1.2 Employees shall be provided with copies of any derogatory written material ten (10) days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours, not to exceed one (1) hour with arrangement with the employee's immediate supervisor, to prepare a written response to such material. The written response, if any, shall be attached to the material.
- 4.1.3 All personnel files shall be kept in confidence and shall be available for inspection to employees of the Superintendent only when actually necessary in the proper administration of YCOE affairs or the supervision of the employee. The Superintendent or Designee shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.
- 4.1.4 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written material placed in a personnel file shall indicate the date of such placement.
- 4.1.5 No derogatory material in personnel files which is more than two years old shall be used as the basis for any disciplinary action.

4.2 Evaluation

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation of the evaluator or signed supportive documentation. Any evaluation of substandard rating shall include specific recommendations in writing for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any substandard evaluation in accordance with section 4.1 above. It is understood that in signing the Evaluation Report Form, the employee's signature does not necessarily imply agreement with the conclusions of the supervisor/evaluator. Only supervisory or management employees shall be evaluators.

4.2.1 Grievance Procedure

CSEA or any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this Agreement for resolving procedural disputes arising under this Article.

ARTICLE 5. ORGANIZATIONAL RIGHTS

5.1 CSEA Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this agreement.

- 5.1.1 The right of access at reasonable times to areas in which employees work.
- 5.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school mail system, and other YCOE means of communications for the posting or transmission of information or notices concerning CSEA matters.
- 5.1.3 The right of Chapter #639 to meet in a large conference room of the YCOE Conference Center once a month from 5 p.m. to 8 p.m. on a day the County Office is open (Monday through Friday) without charge, unless it would interfere with regularly scheduled activities. No charge shall be made for use by the Chapter of designated small meeting rooms. Use of the YCOE Conference Center facilities at other times shall be subject to normal charges for use of those facilities. Arrangements for use of facilities shall be made in accordance with normal YCOE procedure.
- 5.1.4 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. An authorized representative for the employee shall have the same right when accompanied by the employee or upon the presentation of written authorization signed by the employee.
- 5.1.5 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees as needed.
- 5.1.6 CSEA shall have the right to review and obtain, upon request, non-confidential material in possession of, or produced by, the Superintendent which is relevant and necessary for CSEA to fulfill its role as the exclusive bargaining representative. CSEA shall pay the on-site duplication costs of such materials. If the Superintendent is unable to duplicate materials on site, the CSEA President shall be notified.
- 5.1.7 Up to ten (10) days of release time for use by the CSEA President or any other person designated by the President for necessary CSEA business. Two (2) days advance notice shall be given to the President's or designee's immediate supervisor. In addition, the CSEA President or designee shall receive release time for regular County Board meetings plus one budget meeting.
- 5.1.8 The right to conduct an orientation session on this Agreement for bargaining unit employees during regular working hours at the regularly scheduled orientation, not to exceed one and one half hours per year.

5.2 Distribution of Contract

CSEA will print contracts for all classified employees including new employees and will distribute them. YCOE will print and distribute contracts to management.

Article 6. JOB REPRESENTATIVES

6.1 Purpose

The Superintendent recognizes the need and affirms the right of CSEA to designate Job Representatives from among employees in the unit. It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the Superintendent and employees by helping to settle problems at the lowest level of supervision.

6.2 Selection of Job Representatives

CSEA reserves the right to designate the number and the method of selection of job representatives. CSEA shall notify the Superintendent in writing of the names of the Job Representatives and the group they represent. If a change is made, the Superintendent shall be advised in writing of such change.

6.3 Duties and Responsibilities of Job Representatives

The following shall be understood to constitute the duties and responsibilities of Job Representatives:

- 6.3.1 Job Representative refers to both the site representative and the job steward. The site representative takes complaints, refers members to the proper job steward and distributes general information. The job steward investigates complaints, prepares and presents grievances.
- 6.3.2 Each Job Representative shall notify his/her immediate supervisor of his/her designation as a Job Representative.
- 6.3.3 After notifying his/her immediate supervisor, a Job Representative shall notify the supervisor of the grievant of his/her presence. The Job Representative is permitted to discuss any problems with all employees immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- 6.3.4 The Job Steward may be released for up to one-half hour to discuss a grievance with the grievant and/or other employees immediately concerned in preparation for presentation of a grievance at levels one or two.
- 6.3.5 The grievant also has a right to release time for presentation of a grievance and for up to one-half hour's preparation time to conference with the Job Steward.

Article 7. DEFINITIONS

- 7.1 **“Allocation”** is the placement of a class of employees on a specific salary schedule range or rate.
- 7.2 **“Class”** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in the class.
- 7.3 **“Class Description”** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 7.4 **“Classification”** is the act of placing a position in a class. Each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of specific duties required to be performed in each such position, and the regular hourly or monthly salary range for each such position.
- 7.5 **“Demotion”** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower salary range.
- 7.6 **“Derogatory Materials”** are materials which contain unfavorable comments, letters of correction or direction, letters of reprimand, unfavorable evaluations, disciplinary notices or any material which reflects unfavorably on the employee.
- 7.7 **“Displacement Right”** is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 7.8 **“Health and Welfare Benefits”** means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 7.9 **“Hire Date Seniority”** is established by the first day of paid service in a bargaining unit position.
- 7.10 **“Incumbent”** is an employee assigned to a position and who is currently serving in, or on leave from, the position.
- 7.11 **“Industrial Accident or Illness”** is an injury or illness arising out of, or in the course of, employment with the Superintendent.
- 7.12 **“Involuntary Demotion”** is a demotion without the employee’s voluntary written consent.
- 7.13 **“Leave and Transfer Policies”** means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- 7.14 **“Minimum Qualifications”** are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.

- 7.15** “**Notice**” – Whenever notice is required under this Agreement, notice to the Superintendent shall be by personal delivery or First Class Mail to the Office of the Superintendent. Notice to CSEA shall be by personal delivery or First Class Mail to the President of the local chapter.
- 7.16** “**Permanent Employee**” is a regular employee who successfully completes an initial probationary period, which shall consist of six (6) working months of service beyond the initial date of employment by the Superintendent.
- 7.17** “**Probationary Employee**” is a regular employee who has not been employed for the required length of time to be classified as a permanent employee pursuant to Education Code section 45113. A probationary employee is any classified employee who has served six (6) months or less in paid status in his/her classification. Such period shall not include sick leave, vacation, or other leaves during which the employee is not performing his/her duties.
- 7.18** “**Promotion**” is a change in the assignment of an employee from a position in one class to a position in another class with a higher salary range.
- 7.19** “**Reclassification**” means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position
- 7.20** “**Reemployment**” is the return to duty of an employee who has been placed on a reemployment list.
- 7.21** “**Reemployment List**” is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment with examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to employment.
- 7.22** “**Regular Employee**” is any employee, whether permanent, probationary, full-time or part-time, who is not classified as a restricted, substitute, short-term, or student employee.
- 7.23** “**Restricted Employee**” is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restrict the privilege of all citizens to compete for employment under that program.
- 7.24** “**Safety Conditions of Employment**” means any work related condition affecting the health, safety, or welfare of the employee.

Article 8. HOURS AND OVERTIME

8.1 Workweek

The workweek for regular full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the Superintendent, except as provided for in section 8.6. The workweek beginning Monday and ending Friday may be changed by mutual agreement of the employee and his/her supervisor but the five (5) workdays must be consecutive. When a position is vacated or created, the current workweek of Monday through Friday may also be changed by the Superintendent providing the five (5) workdays are consecutive.

8.1.1 Four Consecutive Day Workweek

Notwithstanding the provisions of section 8.1, the Superintendent may establish a 10 hour per day, 40 hour, four consecutive day workweek for all, or certain classes of employees, or for employees within a class when by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days. When a four day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to one and a half times the regular rate of pay of the employee designated and authorized to perform the work. The provisions of sections 8.6 and 8.6.1 shall not apply to employees assigned a four day, ten hour work schedule.

8.2 Workday

The length of the workday shall be designated by the Superintendent for each classified Assignment in accordance with the provisions set forth in this Agreement. At the time of employment, each employee in the bargaining unit shall be assigned a fixed, regular, and ascertainable minimum number of hours. The specific fixed hours (not including the number of hours) may be changed by the Superintendent or designee on thirty (30) days advance notice to the employee.

8.2.1 Notwithstanding the foregoing, new employees hired pursuant to section 16.2.5 shall be assigned a temporary minimum number of hours for the remainder of the school year and shall be assigned a fixed, regular number of hours for the following school year based on their assignment for that year.

8.3 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with Article 19. CSEA does not waive their rights to negotiate the decision to reduce hours.

8.4 Adjustment of Assigned Time

A classified employee who works a minimum of 30 minutes per day in excess of his/her assignment for a period of 20 consecutive working days or more shall have his/her basic assignment changed to reflect the longer 10 hours for the remainder of the fiscal year in order to

acquire fringe benefits on a properly prorated basis as provided in the Collective Bargaining Agreement. At the end of the fiscal year, YCOE may reassign the employee to the regular hours of his/her previous basic assignment. The hours become permanent if the employee is reassigned to those hours at the start of the next fiscal year.

8.5 Rest Periods and Meal Periods

- 8.5.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three quarters (3.75) hours worked or major fraction thereof.
- 8.5.2 Specified rest periods may be designated when the operations of the Superintendent require someone to be present at the employee's work site at all times. The times of such staggered rest periods shall be mutually agreed upon between employees and their Supervisors.
- 8.5.3 All bargaining unit employees working six (6) hours or more per day shall have a scheduled unpaid meal period of not less than thirty (30) minutes at approximately the middle of the workday.
- 8.5.4 The Superintendent may designate staggered lunch breaks when the operations of the Superintendent require someone to be present at the employee's work site at all times.

8.6 Overtime

All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work required or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week.

- 8.6.1 All employees regularly assigned less than eight (8) hours per day shall be paid overtime in accordance with sections 45128 and 45131 of the Education Code.
- 8.6.2 When a classified employee is requested to work on any paid holiday, he/she shall be paid compensation, or given compensatory time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one half his regular rate of pay.
- 8.6.3 A manager *may* offer the employee the opportunity to take compensatory time off in lieu of overtime pay and the employee has the choice of pay or compensatory time, if offered. An employee does not have a right to compensatory time in lieu of overtime pay. Any compensatory time in lieu of overtime pay shall be at the rate of time and a half. Compensatory time off shall be taken by the last day of the month following the month in which it was accrued, except any compensatory time off accrued in June must be taken by June 30, the end of the fiscal year. Any compensatory time off accrued but not taken as set forth above shall be reflected as overtime on a time sheet and submitted to payroll by the first working day of the next month. Each manager who offers compensatory time off will keep a record of compensatory time accrued and compensatory time taken.

8.7 Minimum Call-In Time

Any regular employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

8.8 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime, or call back or call-in time except when no qualified employee agrees to a request for overtime. Any employee of the bargaining unit who does not desire to work overtime or be called back or called in shall so inform his/her supervisor. After reasonably looking at available alternatives, the supervisor may require an employee to work overtime.

8.8.1 Any employee may decline to discuss work with a supervisor on the telephone, email, or by text messaging during non-work hours, without fear of retribution.

8.9 Hours Worked

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

8.10 Off Site Program Schedules

Employees working in an off site program shall work the number of days prescribed in their employment contract. The specific days of work shall be prescribed by their supervisor.

8.11 Classroom Instructional Support Staff Work Year

Effective July 1, 1999, the regular work year for Paraeducators shall be 182 days.

Article 9. PAY AND ALLOWANCES

9.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached hereto and by reference incorporated as a part of the Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

9.2 Frequency – Once Monthly

All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

9.3 Payroll Errors

Any payroll error for an employee in the bargaining unit shall be corrected not later than three (3) working days after the payroll error is discovered. If the payroll error results in the unit member incurring bank late charges or fees, YCOE will reimburse the unit member up to \$50 for such bank late charges or fees, as determined and approved by YCOE. At the unit member's request, payroll may provide a written explanation to the bank to assist with reversing the late charges or fees.

9.4 Lost Warrants

Any payroll warrant for an employee in the bargaining unit which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced not later than three (3) working days following the employee's notice to the payroll department for replacement of the warrant, and the employee's signing an agreement that if the warrant is found, the employee will return it uncashed or if the warrant is cashed by the employee or deposited to the employee's account, the employee authorizes YCOE to deduct the amount from the next payroll warrant.

If the Yolo County Office of Education receives notice that a check previously reported lost has been cashed, Yolo County Office of Education shall immediately notify the employee of that fact and that the amount will be deducted from the employee's next paycheck unless the entire amount is repaid prior to the next pay day.

9.5 Pay Increases

Each employee shall receive a 2% one-time lump sum payment based on a unit member's current annual salary placement. The 2015-2016 salary schedule shall be increased by 2% retroactive for the 2016-2017 school year.

9.6 Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and the lowest step on that range which shall result in at least a five percent (5%) increase in pay. Additional steps may be granted for years of experience.

9.6.1 Demotion

Any employee in the bargaining unit receiving a demotion under the provisions of this Agreement shall be moved to the appropriate range and the same step which he/she held on the higher range.

9.7 Mileage

Any employee in the bargaining unit required to use his/her vehicle on YCOE business shall be reimbursed at the prevailing rate per mile for all miles driven on behalf of the YCOE. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of YCOE business. This amount shall be payable in a separate warrant drawn against YCOE funds.

9.8 Meals

Any employee in the bargaining unit who, as a result of work assignment or approved conference or workshop attendance, is required to be away from the YCOE will be reimbursed for meals in accordance with current policy, unless the cost of the meal is included in the registration fee. However, if the total cost of three (3) meals exceeds the above in one day, the excess cost will be the responsibility of the employee. When an employee has authorized attendance at conferences or workshops where special meals are an integral part of the program, the employee will be reimbursed for the actual meal cost. Receipts are required for all meal reimbursements.

9.9 Lodging

Any employee in the bargaining unit who, as a result of work assignment or approved conference and workshop attendance, must be lodged away from home shall be reimbursed for the actual cost of lodging. Receipts are required for all lodging reimbursements.

9.10 Out-of-Class Pay

Any employee required to work out of class in a higher classification for a period of more than five (5) working days in a fifteen (15) calendar day period will receive a 5% increase for all hours worked out-of-class, when such work is requested by the supervisor.

9.10.1 Notwithstanding the foregoing, if an employee is temporarily assigned to a position in another classification, which would be considered a promotion, for thirty (30) calendar days or more, the employee will be paid in accordance with section 9.6 commencing with the first day of the assignment.

9.11 Bilingual Compensation

YCOE may designate bilingual positions according to the following:

9.11.1 Assessment

The Human Resources Office shall assess bilingual skills. To qualify for a bilingual stipend, a person must demonstrate fluent oral skills and minimal written skills.

9.11.2 Bilingual Stipend

The bilingual stipend shall be 5% of base pay per year. YCOE may designate bilingual positions which require bilingual skills (oral and written) to be used a minimum of 30% of the work year as a requirement of the assignment. Such designation shall be for one year periods. In the first six weeks of each school year, YCOE shall designate the positions for the year. The affected employees shall be notified and a list shall be provided to CSEA. Additional short-term positions may be designated by management after the sixth week of the new school year. If an employee feels that he/she is doing work which entitles him/her to bilingual pay, the employee may present a request to his/her manager for review. The duties of a bilingual position may include interpreting (oral) at IEP meetings and may include preparing a brief written note at such meetings (such as a list of goals).

9.11.3 Bilingual Pay

YCOE may designate bilingual positions which require bilingual skills (oral and written) to be used on an as needed basis. To qualify for Bilingual Pay, a person must demonstrate fluent oral skills and minimal written skills. The duties of a bilingual position may include interpreting (oral) at IEP meetings and may include preparing a brief written note at such meetings (such as a list of goals). A unit member required to provide bilingual services will be paid an additional 5% increase only for hours worked providing these services, when such work is requested by the supervisor. The unit member will submit a timesheet for Bilingual Pay to payroll by the first working day of the next month.

9.11.4 Not Part of Base Pay

A bilingual stipend shall not be considered part of base pay for computation of salary on transfer or promotion.

9.12 Summer Refund Pay

CSEA and YCOE agree to implement compliance with Section 409A of Title 26 of the U.S. Code effective July 1, 2008.

Article 10. EMPLOYEE EXPENSES AND MATERIALS

10.1 Uniforms

The Superintendent shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, identification badges, emblems, and cards required by the Superintendent to be worn or used by bargaining unit employees.

10.2 Replacing or Repairing Employee's Property

The Yolo County Office of Education shall reimburse employees for any loss, damage or destruction of personal equipment, with the exception of hand tools or other equipment normally provided by the employees in the course of their duties, if such equipment has been approved for use by the employee's supervisor prior to loss, damage, or destruction. Should any employee suffer destruction or damage to eyeglasses as a result of student behavior, YCOE shall reimburse the employee for replacement costs not covered by insurance on receipt of proof that loss occurred as a result of such behavior.

10.3 Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the Superintendent agrees to furnish such equipment or gear.

10.4 Physical Examinations

The Superintendent agrees to provide the full cost of any medical examination of regular employees required for continued employment, or when directed by the employee's supervisor.

10.5 Employee Achievement Awards

The Superintendent agrees, with the consultation of CSEA, to provide a program of monetary awards to employees in the bargaining unit who provide valuable suggestions relating to improved procedures or time and money-saving plans in relation to their area of assignment and responsibilities. Evaluation of the proposals will be made by the Superintendent or designee. Approved proposals qualifying for monetary awards will be determined by rules and regulations established by the Superintendent or designee and CSEA representatives. A committee of two bargaining unit members appointed by CSEA and two managers appointed by YCOE shall meet to establish rules and regulations to implement this section.

10.6 Hold Harmless Clause

To the extent allowed by applicable sections of the Government Code, Education Code, Title V California Code of Regulations, and adopted Policies, the Superintendent agrees to defend the employees represented by CSEA, Chapter 639, for any action while performing regularly assigned duties for the Yolo County Office of Education. The Superintendent will not provide for the defense of Civil Actions brought against employees if the act or omission of the employee was not in the course of his/her employment; if the employee acted or failed to act because of actual fraud, corruption, or actual malice; if the employee did not use legally defensible action; or if the defense of the action by the Superintendent would create a conflict of interest between the Superintendent and the employee. The Superintendent will not provide for defense of an employee in any criminal action.

Article 11. FRINGE BENEFITS/RETIREMENT CONTRIBUTION

11.1 Employees and Dependent Insurance Coverage

YCOE will offer a plan of insurance which includes medical, dental and vision insurance. Changes in carriers or providers shall be subject to negotiations between the parties. If YCOE is unable to continue in a current plan and the parties are unable to reach agreement on a new plan within thirty (30) days prior to the expiration date, the YCOE shall have the right to select a new plan with comparable benefits.

11.2 Paid Benefits – Full-Time Employees

Commencing July 1, 2017, YCOE will contribute up to \$625 monthly (\$7,500 annually) per full-time unit member towards the cost of health and welfare benefits as provided in 11.1.

11.3 Part-Time Employees

11.3.1 Employees who work at least twenty (20) hours per week shall be entitled to participate in health and welfare benefits with the YCOE contributing fifty percent (50%) of the monthly cap. Employees working less than 20 hours per week may participate in the appropriate group, medical, dental and vision plan at the employees' expense.

11.3.2 Part-time employees who work at least thirty (30) hours per week shall be entitled to participate in health and welfare benefits with the YCOE contributing 87.5% of the monthly cap.

11.3.3 Employees hired on or before January 18, 1982 and who work at least twenty (20) hours or more per week are eligible to receive the same health & welfare benefits as those provided for full-time employees.

11.4 Employees on Unpaid Leave

Employees on unpaid leave may continue to be covered under the YCOE fringe benefit program at their own cost.

11.5 Retiree's Health Benefits

11.5.1 Current Employees

All bargaining unit members retiring on or after July 1, 1991 who are entitled to extended health and welfare benefits for retirees pursuant to the provisions of the Administrative Regulation 4117.1/4217.1 as revised by Board action in April 1991, shall be entitled to continuation of hospital and medical insurance premium payments up to \$345 per month until they reach age 65. The YCOE will pay \$75 per month towards a Medicare supplement policy thereafter. All conditions of AR 4117.1/4217.1 regarding eligibility shall apply.

11.5.2 New Employees

New bargaining unit employees hired after July 1, 1991, shall not be eligible for continuation of hospital and medical insurance premium payments pursuant to AR 4117.1/4217.1 after retirement, however, they shall have the rights to which they are entitled under COBRA.

11.5.3 Agreement Supersedes Policy

The terms of this Agreement shall supersede any provisions of AR 4117.1/4217.1 which are inconsistent with the Agreement.

11.6 Retirement Contribution

YCOE shall pay 60% of the employee contribution to PERS. YCOE shall implement the PERS pickup for the remainder of the employee's contribution for retirement so as to allow the amount of money deducted from the employee's salary for retirement to be pre-tax dollars. Effective July 1, 2013, all new unit members shall be required to pay 100% of the employee contribution of PERS pursuant to the Public Employment Pension Reform Act of 2013 ("PEPRA") and its implementing regulations. Effective July 1, 2016, all unit members shall be required to pay 100% of the employee contribution to PERS pursuant to PEPRA and its implementing regulations. To offset the resulting reduction in the employer contribution to PERS, effective July 1, 2016, YCOE shall increase the salary schedule for all unit members by 4.2%.

11.7 IRC 125 Plan

YCOE agrees to an expanded IRC 125 plan to cover not only premium conversion, but also dependent care and medical expense reimbursement.

Article 12. HOLIDAYS

12.1 Scheduled Holidays

The Superintendent agrees to provide all employees in the Bargaining unit with the following paid holidays:

- 12.1.1 New Year's Day
- 12.1.2 Martin Luther King Day
- 12.1.3 Lincoln Day
- 12.1.4 President's Day
- 12.1.5 Memorial Day
- 12.1.6 Independence Day
- 12.1.7 Labor Day
- 12.1.8 Admission Day or other substitute holiday pursuant to Education Code §45206.5 and §45205
- 12.1.9 Veteran's Day
- 12.1.10 Thanksgiving Day
- 12.1.11 The Friday following Thanksgiving Day
- 12.1.12 Christmas Day

12.2 Substitute Holidays

The Superintendent may designate other days for holidays set forth in sections 12.1.3, 12.1.4, 12.1.5 and 12.1.9 in accordance with Education Code section 45205.

12.2.1 Off Site School Programs

Employees in year round school programs shall receive the same number of holidays as employees in the same positions in regular school programs.

12.3 Holidays on Saturday or Sunday

12.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

12.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

12.4 Staff Development Day

One (1) staff development day, in addition to the regular work schedule for Paraeducators, may be scheduled by YCOE. Paraeducators who actually attend the staff development day will be paid a stipend at their regular hourly rate provided that they sign in and sign out at the beginning and end of the day and are actually in attendance for the full day of the session. To be eligible for the stipend, the Paraeducator must be in actual attendance for the entire session.

12.5 Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

12.5.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Article 13. VACATION PLAN

13.1 Eligibility

All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis — July 1-June 30.

13.2 Paid Vacation

Paid vacation shall be granted to employees in the bargaining unit no later than the fiscal year immediately following the fiscal year in which it is earned. When requested by the employee, the paid vacation may be granted in the fiscal year in which it is earned. However, if an employee is terminated and has been granted vacation which was not yet earned at the time of termination, the Superintendent shall deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation taken. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

13.3 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

- 13.3.1 From the first month through the fifth year of continuous service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of regular full-time service not to exceed fifteen (15) days per fiscal year.
- 13.3.2 Commencing with the sixth year through the tenth year of continuous service, vacation time shall be earned and accumulated at the rate of 1.50 days vacation for each month of regular, full-time service not to exceed eighteen (18) days per fiscal year.
- 13.3.3 Commencing with the eleventh year through the fifteenth year of continuous service, vacation shall be earned and accumulated at the rate of 1.75 days vacation for each month of regular, full-time service not to exceed twenty-one (21) days per fiscal year.
- 13.3.4 Commencing with the sixteenth year of continuous service, one additional day of vacation shall be earned and accumulated for each additional year of regular, full-time service, not to exceed a maximum of thirty (30) days.
- 13.3.5 Regular part-time employees shall be granted a prorated share of vacation time in the same ratio as their regular work hours per day, days per week, or weeks per calendar month bear to eight (8) hours per day, five (5) days per week, or four (4) weeks per calendar month.

13.4 Vacation Pay

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in working status.

13.5 Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

13.6 Vacation Carry-Over

Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over twenty (20) days of vacation to the following fiscal year. Any employee projected to have more than 20 days accumulated vacation as of June 30 of any year, shall schedule himself or herself to take sufficient vacation to bring his/her accrued vacation to the twenty (20) days allowed for carry over by June 30.

If the employee has not scheduled the days in excess of twenty (20) by January 1st, he/she will meet with his/her manager by February 1st to schedule the vacation time within allowable limits as of June 30. If an employee is not permitted to use vacation (after having requested vacation during time available for his/her department) and there is not sufficient time before June 30 to reschedule vacation, the employee shall be paid cash for the excess accumulation or allowed to carry over the excess days by mutual agreement.

If the employee has not met with his/her manager and scheduled vacation as set forth above, neither cash payment nor additional carry over will be available.

13.7 Holidays

When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday day shall not be charged against the employee's accrued vacation.

13.8 Vacation Scheduling

Vacation requests shall be submitted as early as possible, except in emergency situations. Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the Superintendent's work requirements. Employees shall submit vacation requests by June 15 for the following fiscal year.

13.9 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination of the vacation leave to the Superintendent or designee.

Article 14. LEAVES

14.1 Bereavement Leave

Employees shall be granted a leave with full pay in the event of a death in the employee's immediate family. The leave shall be for a period not to exceed three (3) days or not more than five (5) days if the death occurs out of state or outside a radius of 300 miles from the YCOE office. The immediate family is defined to include husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-son, step-daughter, foster son, foster daughter, brother-in-law, sister-in-law, grandparent, grandchild, or any relative of either spouse living in the immediate household of the employee. Within ten (10) days of returning, the employee shall provide the name of the deceased, city and state, date of death, and relationship to employee. This may be accomplished by including the information in the comments section on the Absence Request Form.

14.2 Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage, and/or parking allowance paid to the employee by the County for jury duty need not be turned over to the Superintendent.

14.3 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

14.4 Sick Leave

Unit members shall be entitled to paid sick leave benefits.

14.4.1 A twelve (12) month employee employed five (5) days a week shall be granted twelve (12) days paid leave of absence for each fiscal year of service for illness or injury, exclusive of all days he/she is not required to render service to the Superintendent.

14.4.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

14.4.3 A twelve (12) month employee employed less than five (5) days per week shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

14.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee serviced during the day of illness.

14.4.5 At the beginning of each fiscal year, the full amount of eligible sick leave granted under this section shall be credited to each eligible employee with the following exceptions:

- 14.4.5.1 A new employee shall not be eligible to take more than six (6) days sick leave until the first day of the calendar month after completion of six (6) months of active service with the Yolo County Office of Education.
- 14.4.5.2 An employee who has exhausted all accrued sick leave may elect to use vacation time for sick leave if the employee elects to do so at the beginning of each fiscal year. The employee must document the request by submitting the appropriate leave form within ten (10) working days of the start of the new fiscal year. Article 14.14.3 "Sick Leave" will apply to this article.
- 14.4.6 Disabilities because of pregnancy shall be treated as an illness for the purpose of sick leave. Such leave shall not be used for child-caring, child-rearing or preparation for child-bearing but shall be limited to those disabilities set forth above.
- 14.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 14.4.8 Effective January 1, 1999, all employees are eligible to convert any accumulated unused sick leave upon retirement to retirement credit in accordance with Government Code section 20882.5 and the Rules and Regulations of the Public Employees Retirement System.
- 14.4.9 Each employee may use any of his/her accrued sick leave in the case of illness or injury of a member of the employee's family as defined in section 14.1 when the presence of the employee is necessary. Such leave shall be charged to the employee's sick leave. In addition, an employee may utilize sick leave for the illness of a relative other than those included in section 14.1, or a person permanently residing in the home of the employee if the Director of Human Resources gives prior approval.

14.5 Industrial Accident and Illness Leave

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this State, employees shall be entitled to the following benefits:

- 14.5.1 An employee suffering an injury or illness arising out of, and in the course and scope of, his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 14.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage of the day.
- 14.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's

Compensation award, provides for a day's pay at the regular rate of pay.

14.5.4 Any employee absent from duty because of an Industrial Accident or Illness Leave, who has used all available leave pursuant to this Agreement and is unable to return to duty, may be granted a leave of absence without pay for further recuperation.

14.5.5 Any time an employee in Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position.

14.6 Entitlement to Other Sick Leave

When a classified employee is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence. The amount paid the substitute employee during any month shall be less than the salary due the employee absent from his/her duties. If YCOE hires a substitute employee at a rate higher than the regular employee salary, "the sum actually paid a substitute" shall be interpreted to mean the amount which would have been paid had the YCOE substitute salary schedule been used.

14.7 Break in Service

14.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.7.2 No period of voluntary absence of less than 120 calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

14.8 Personal Necessity Leave

Any seven (7) days of absence earned for sick leave under section 14.4 of this Article may be used by the employee, at his/her election, in cases of personal necessity on the following basis:

14.8.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in section 14.1 of this Article.

14.8.2 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.

14.8.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.

14.8.4 Such other reasons approved by the Superintendent, or designee, prior to taking the leave.

14.9 Personal Business Leave

Each employee shall be entitled to a total of three (3) days paid leave annually for the purpose of conducting personal business. This leave may be taken with the prior approval of the employee's immediate supervisor. These days shall not be deducted from sick leave.

14.10 Parental Leave

The YCOE shall provide parental leave consistent with the requirements set forth in Assembly Bill 2393 and Education Code section 45196.1. Specifically, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. When the employee has exhausted all available and accumulated sick leave, and continues to be absent for parental leave, the employee may then use differential leave (Article 14.6) for the remainder of the 12 workweek period of parental leave, if needed. Parental leave is defined as “leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.” This leave is commonly referred to as “bonding leave”. Pursuant to Education Code section 45196.1.

An employee who must be absent from duty because of disability as a result of pregnancy, miscarriage, childbirth, and recovery therefrom is eligible for leave which shall be taken first from available sick leave. Disabilities of this nature shall be treated as temporary disabilities for all job related purposes and shall be treated as such under any health plan available in connection with employment.

14.10.1 The YCOE shall not refuse to do any of the following solely because of an employee’s pregnancy:

14.10.1.1 Hire or employ

14.10.1.2 Bar or discharge her from employment

14.10.1.3 Bar her from training programs, reassignment or promotion

14.10.1.4 Discriminate against her in compensation or in terms, conditions, or privileges of employment.

14.10.2 An employee who is absent from duty for the placement of a child with an employee in connection with the adoption or foster care is eligible for parental leave.

14.10.3 An employee who is absent from duty to care for his/her child or the mother of his/her child at the time of birth is eligible for parental leave.

14.10.4 An employee does not have to be married in order to qualify for the benefits provided in this section.

14.10.5 Upon request, the Superintendent may as an alternative to or in combination with parental leave, provide an employee who is a natural, adopting or foster parent an unpaid leave of absence for the purpose of bonding with his/her child. Such leave shall remain in effect no longer than the end of the sixth month following the birth, adoption or initial foster care period of the child. An employee shall notify the Superintendent that he/she desires to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

14.11 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon terms acceptable to the Superintendent and the employee, the final approval of such leave to be made by the Superintendent.

14.12 Retraining and Study Leave

Unit members may request unpaid leave for the purposes of study and/or retraining. This leave shall be a permissive benefit.

- 14.12.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.
- 14.12.2 The Superintendent shall prescribe standards of service which shall entitle the employee to the leave a absence.
- 14.12.3 Any leave of absence granted under this policy shall not be deemed a break in service for seniority purposes; however, such leave shall not be included in computing service for the granting of any subsequent leave of this type, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

14.13 Family Care Leave

Employees may apply for Family Care Leave pursuant to the Family Care Leave Policy.

14.14 Prior Notice, Permission and Verification of Absences

14.14.1 Bereavement Leave

- 14.14.1.1 Employee shall notify the employee's supervisor on or before the first day of leave.
- 14.14.1.2 Verification shall be provided as set forth in section 14.1.

14.14.2 Jury Duty

- 14.14.2.1 Employees shall notify the employee's supervisor at least three (3) days in advance (or as soon as notified if notice is received less than three days before the commencement) of jury duty.
- 14.14.2.2 Employee must attach verification of jury duty (e.g. notice or other documentation) to the absence request form.

14.14.3 Sick Leave

- 14.14.3.1 Employee shall notify the personnel office prior to the commencement of the workday for each day of absence because of illness.
- 14.14.3.2 If the employee expects to be absent more than five (5) consecutive workdays because of illness, the employee shall notify the supervisor of the expected length of absence no later than the fifth day of absence.
- 14.14.3.3 Any employee absent because of illness for more than five (5) consecutive workdays shall provide a physician's certification that the employee was ill and unable to work and a release to return to work on his/her return to work.

14.14.4 Personal Necessity Leave

14.14.4.1 Personal necessity leave absences for death of an immediate family member accident or illness, or appearance in court must be verified by providing information explaining the reason in the comment section of the absence request form and a subpoena or other verification must be attached for court appearances.

14.14.4.2 Personal necessity leave for other reasons must be approved by the Human Resources Office prior to taking the leave. Employees are not authorized to take personal necessity leave for other reasons unless they have received prior approval in advance. Notice of approval must be in writing.

14.14.5 Personal Business Leave

14.14.5.1 Personal business leave is not authorized unless the employee receives prior approval of the immediate supervisor. Notice of approval must be given in writing.

14.14.6 Maternity Leave

14.14.6.1 Requests for maternity leave shall be submitted as far in advance of the commencement of the leave as possible and shall include the duration of the leave. Appropriate verification of disability shall be submitted for use of any sick leave during maternity leave.

14.14.7 General Leaves

14.14.7.1 Requests for general leave must be submitted as far in advance as possible and shall include the reasons for the request. Written approval of the Superintendent or designee is required before such leave can be granted.

14.14.8 Abuse of Leave

14.14.8.1 Employees who do not comply with contractual procedures regarding leaves shall be subject to discipline.

14.14.8.2 YCOE may request verification of reasons for any absence if there is reason to believe there has been abuse of leave.

Article 15. HIRING

15.1 Distribution of Job Information

Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

15.2 Student Employees

The Superintendent shall not employ any student under any secondary school or college work-study program, or in any state or federally funded work experience program in any position that would directly affect the rights of CSEA or of any employee in the bargaining unit. The Superintendent may employ students (paid or unpaid) in specific programs designed to provide students with unique, real life, school-to-work programs aimed at integrating students into the work force. The purpose of such programs is to provide students with necessary skills and experience to obtain future employment. Such student employees shall be considered short term employees. YCOE and CSEA agree to form a committee to establish guidelines and criteria for this program with a recommendation to be given to the Superintendent's cabinet.

Article 16. TRANSFERS

16.1 Job Site Transfers

No employee shall be temporarily assigned to work in a work location other than the employee's work site for a period in excess of five (5) working days without the written consent of the employee. Any employee who has consented to remain at a work site other than the employee's normal work site for a period in excess of five (5) days may at any time request in writing to be returned to the regular work site. This request may be granted within ten (10) working days after the receipt by the Superintendent of the written request.

16.1.1 The Superintendent or designee may reassign a Paraeducator to another work site or an assignment that may include multiple work sites due to program needs, including day-to-day fluctuations in enrollment and safety issues. This will occur in consultation with the employee. CSEA shall be notified of reassignments that exceed five consecutive days. Mileage shall be paid to a reassigned employee who is required to travel more than 5 additional miles to work as a result of the reassignment. Such employees shall be paid for the difference between the former and new travel. This is an exception to the YCOE travel policy.

16.1.2 The Superintendent or designee may assign a Paraeducator to provide itinerant services at the start of a new school year. The Paraeducator will be required to work at multiple work sites to support a particular program or a variety of programs. Mileage shall be paid to the employee according to the YCOE travel policy.

16.2 Lateral Transfers

Bargaining Unit members eligible for lateral transfer shall have priority consideration for bargaining unit vacancies.

16.2.1 When a new position is created or an existing position becomes vacant, the Superintendent shall first offer the opportunity to transfer to bargaining unit employees serving in the same class. All vacancies shall be posted by the Superintendent for not less than five (5) working days at all work locations prior to being filled. Any employee in the same class may apply for transfer to that position by filing a written notice with the Human Resources department of the YCOE. If more than one (1) qualified employee wishes to be transferred to a particular vacancy, the following factors shall be considered:

- 16.2.1.1 seniority;
- 16.2.1.2 the educational needs of the YCOE;
- 16.2.1.3 past evaluations; and
- 16.2.1.4 the efficient operation of the YCOE.

16.2.2 When all of the above criteria are equal, seniority in hours in the class shall control. When an employee is denied a lateral transfer, he/she shall be given reasons in writing by the Superintendent, upon the employee's request.

16.2.3 Any employee in the same class on leave who has made a written request for notice during the period of the posting shall be mailed a copy of the notice by First Class Mail on the date the position is posted.

16.2.4 An employee in the same class on leave shall have the right to have his/her Job Representative file for the transfer in his/her behalf.

16.2.5 The provisions of section 16.2 shall not apply to vacancies or new positions which occur at any time after the fourth week of school in classroom-related positions. Any outside applicant who is hired to fill such a vacancy shall be notified that the particular assignment is for the remainder of the school year only. The vacancy shall be opened to transfer applicants at the end of the school year in accordance with section 16.2. Notices of openings in these assignments shall be posted by May 15.

16.2.5.1 Instead of hiring an outside applicant for a vacancy or new position occurring after the fourth week of school in classroom-related position, the YCOE may determine to make a temporary reassignment of a current employee and, if YCOE so determines, it shall post the temporary vacancy in the normal manner at all work locations for five days. In such case, the temporary reassignment shall be for the remainder of the school year only and the employee shall return to his/her previous assignment at the end of the fiscal year. The position shall be opened and posted as set forth in section 16.2.5 for the following year.

16.2.6 When programs are moved from one location to another, and when class sizes increase or decrease, the Superintendent or designee may reassign employees to accommodate these changes. Any employee involuntarily reassigned shall have the right to apply for vacant positions at the end of the school year and the fact of the previous reassignment shall be considered along with the four factors set forth in section 16.2.1. The Superintendent shall give 30 (thirty) days notice prior to reassigning an employee. The Superintendent shall also consider hardship expressed by employees.

16.3 Medical Transfers

The Superintendent shall offer alternate work, when available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties.

16.4 Non-Disciplinary Reassignment

16.4.1 Prior to proceeding with any non-disciplinary reassignment, a meeting shall be held with the employee by the employee's manager, supervisor, and/or teacher to discuss the need to reassign and other available options. A representative of CSEA will be a participant in the meeting. If the employee agrees to the reassignment, no further meetings or conferences shall be required pursuant to sections 16.4.2, 16.4.3, or 16.4.4.

16.4.2 Fifteen working days written notice of reassignment shall be given the employee. The notice shall contain the reason for the reassignment making it clear that it is not a disciplinary matter. The notice shall also inform the employee of the date of the conference provided for in section 16.4.3, and of the employee's right to bring a representative to the conference.

16.4.3 The Director of Human Resources shall schedule a conference with the employee to discuss the reassignment as soon as possible after the notice is sent. The employee's current and future supervisors shall be invited to the conference.

- 16.4.4 During the fifteen-day period between the written notice and the effective date of the reassignment, a transition period shall be scheduled for the employee to meet with the new supervisor and other team members.
- 16.4.5 Any employee involuntarily reassigned through this process may apply for transfer to vacant positions through the normal process.
- 16.4.6 An employee who has been reassigned once in a fiscal year shall not be involuntarily reassigned again during that fiscal year.
- 16.4.7 All notices under section 16.4 shall be copied to CSEA.

Article 17. PROMOTION

17.1 First Consideration

Employees who meet the qualifications for a position which may be considered a promotion within the unit, shall be given first consideration in filling the position before applicants from outside the YCOE are considered for filling the position. First consideration shall mean that promotional applicants who qualify shall be interviewed before any outside applicants.

17.2 Posting of Notice

17.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each job site.

17.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy. Any employee on layoff during the period of the posting shall be mailed a copy of the notice by First Class Mail on the date the position is posted.

17.3 Notice Contents

The job vacancy notice shall include the job title, brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

17.4 Filing

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Superintendent or designee within the filing period. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf. The employee may inform the Human Resources department that he/she wishes his/her original application in his/her personnel file to be considered an application for the vacancy or may submit a new application. It is the responsibility of the employee to submit materials to be considered in filling the vacancy. If no such designation or materials are filed, the selection process will consider only material in the employee's personnel file.

17.4.1 The Superintendent may promote any employee who files for the vacancy and meets the qualifications; however, promotional applicants may be required to go through the normal testing and interview process. If the YCOE determines to hire a promotional applicant and there are two (2) or more qualified promotional applicants who have identical qualifications, the employee with the greatest seniority who best meets that specific requirements and/or experience for the position shall be promoted.

17.5 Vacancies Occurring After the Fourth Week of School

The provisions of section 17.1 through 17.4 shall not apply to vacancies or new positions which occur at any time after the fourth week of school in a classroom related position. Any outside applicant who is hired to fill such a vacancy shall be notified that the particular assignment is for the remainder of the school year only. The vacancy shall be opened to transfer applicants at the end of the school year in accordance with sections 17.1 through 17.4. Notices of openings in these assignments shall be posted by May 15 (see section 16.2.5).

17.5.1 Instead of hiring an outside applicant for a vacancy or new position occurring after the fourth week of school in classroom related position, YCOE may determine to make a temporary reassignment of a current employee and, if YCOE so determines, it shall post the temporary vacancy in the normal manner at all work locations for five days. In such case, the temporary reassignment shall be for the remainder of the school year only and the employee shall return to his/her previous assignment at the end of the fiscal year, and the position shall be opened and posted as set forth in section 17.5 above for the following fiscal year. (see section 16.2.5.1)

If the employee is regularly assigned to the same position which he/she held as a temporary assignment, the time served in that classification on temporary assignment shall be credited towards completion of the six-month probationary period. An employee may be reassigned to his/her original position, at any time, at his/her request or by YCOE.

Article 18. CLASSIFICATION AND CHANGES IN CLASSIFICATION

18.1 Placement in Designated Classification Title

Each classified employee of the Superintendent shall, when employed, be placed in the designated classification title according to the job description developed for the area of assignment.

18.2 Newly Created Classes of Positions

All newly created classes of positions, unless specifically exempted by law or by negotiated agreement, shall be assigned to the bargaining unit for representation.

18.3 Incumbent Rights

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. Incumbent(s) in reclassified position(s) shall not be required to serve a new probationary period.

18.4 Downward Adjustment

Any downward adjustment of any filled position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of the Agreement.

18.5 Salary Placement of Reclassified Positions

When a position is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least one (1) range increase above the salary of the existing position or positions.

18.6 Reclassification Requests

18.6.1 Employees who believe that they are entitled to a reclassification due to a change in job duties may submit a reclassification request to YCOE Human Resources department. Human resources shall investigate the relevant circumstances and shall forward a written recommendation to the Superintendent within twenty (20) working days of submission of the request. A copy of the Human Resources Reclassification Recommendation shall be forwarded to the employee and a copy shall be provided to CSEA. In the event the employee does not agree with the recommendation, the employee may, within ten (10) days, request that a classification review panel be convened to review the request and recommendation and to receive further information from the employee and Human Resources. The classification review panel shall make findings and a recommendation to the Superintendent, which shall be advisory.

- 18.6.2 The classification review panel shall consist of three (3) persons with demonstrated expertise in personnel administration. One shall be selected by the Superintendent or designee, one shall be selected by CSEA and the third shall be selected by those two. Any costs of the panel members selected by the parties shall be paid by the selecting party and the costs of the third member shall be divided equally between the parties.
- 18.6.3 The Superintendent's decision regarding a reclassification request filed under this Article shall be final and conclusive.

Article 19. LAYOFF AND REEMPLOYMENT

19.1 Reason for Layoff

Layoff shall occur only for lack of work or lack of funds.

19.2 Notice of Layoff

When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, or when there is a lack of funds, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights. Failure to give written notice to the affected employee(s) under the provisions of this section shall invalidate the layoff.

19.3 Reduction in Hours

Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

19.4 Order of Layoff

Any proposed layoffs shall be identified by classes. The order of layoff shall be based on seniority within that class and higher classes throughout Yolo County Office of Education. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on hire date in current class and equal or higher classes for all employees hired January 1989 and thereafter. All employees hired on or before December 30, 1988, shall be ranked in seniority in their current classes and higher classes of that date and in seniority based on hire date for any higher classes after that date.

19.5 Displacement Rights

An employee laid off from his or her present class may bump into the next lower class in which the employee has greater seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff. In order to exercise bumping rights, a laid off employee must notify the Superintendent, in writing, of his/her intent to bump, within fifteen (15) calendar days from receipt of the layoff notice.

19.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

19.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

19.8 Reemployment Rights

Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion article of the Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions of section 17.2.2 of this Agreement.

19.9 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

19.10 Retirement in Lieu of Layoff

- 19.10.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a retirement form provided by the Superintendent for this purpose.
- 19.10.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with section 19.8 of this Article; however the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.
- 19.10.3 The Superintendent agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the Superintendent receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed the required time to terminate his/her retired status.
- 19.10.4 An employee subject to this section who retires and is eligible for reemployment who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

19.11 Seniority Roster

The Superintendent shall maintain an updated seniority roster indicating employees' class seniority. Seniority roster shall be obtained from the Superintendent in accordance with section 5.1.5 of the Agreement.

19.12 Notification of Reemployment Opening

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the Superintendent of an opening for which the employee is eligible and qualified. Such notice shall be sent by certified mail to the last address given the Superintendent by the employee, and a copy shall be sent to CSEA by the Superintendent, which shall acquit the Superintendent of his/her notification responsibility.

19.13 Employee Notification to Superintendent

An employee shall notify the Superintendent of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice from the Superintendent.

19.14 Reemployment in Highest Class

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher paid position.

19.15 Improper Layoff

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

19.16 Reinstatement of Seniority

Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the Superintendent under the reemployment provisions of this Article. Step placement on the salary schedule shall be the same as on the layoff date.

19.17 Compensatory Time

Compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee (separate check).

19.18 Fringe Benefits

A laid off employee shall continue to be covered by the current fringe benefit program paid by the Superintendent for one (1) month after the effective date of his/her layoff, with the option to continue until he/she accepts regular employment, providing the premium is paid to the Yolo County Office of Education no later than the 15th day of the month prior to the month to be covered, but limited to not more than six (6) months.

19.19 Personal Necessity Leave

After receipt of the layoff notice, employees to be laid off shall be permitted to use any available personal necessity leave for the purpose of seeking other employment.

19.20 Seniority List

A seniority list of the classification(s) where layoff will occur shall be made available to CSEA at least five (5) working days prior to sending out layoff notices to the affected employees and will be posted at the following work sites: Greengate, Plainfield, Infant Program and at a work site in West Sacramento.

19.21 Notice to CSEA

When a layoff of classified employees is anticipated by the administration and at least five (5) work days before any action is taken on layoff of classified employees, the Superintendent shall notify the CSEA local chapter president in writing of the proposed action.

Article 20. DISCIPLINARY ACTION

20.1 Definitions

For purposes of this Article, the terms used herein shall have the following listed definitions:

- 20.1.1 **“Disciplinary Action”** includes any action whereby an employee is deprived of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any involuntary reassignment.
- 20.1.2 **“Suspension”** means either temporary removal of an employee from his/her position with loss of pay as a disciplinary measure, or his/her removal pending a hearing of charges for disciplinary action.
- 20.1.3 **“Demotion”** means assignment to an inferior position or status without the employee’s written voluntary consent.
- 20.1.4 **“Dismissal”** means separation, discharge, or permanent removal of an employee from his/her position for cause.
- 20.1.5 **“Involuntary Reassignment”** means reassignment of an employee from one class to another class within the same salary range.
- 20.1.6 **“Probationary Employee”** is a regular employee who has not been employed for the required length of time to be classified as a permanent employee pursuant to Education Code section 45113. A probationary employee is any classified employee who has served six (6) months or less in paid status in his/her classification. Such period shall not include sick leave, vacation, or other leaves during which the employee is not performing his/her duties.

20.2 Probationary Employees

- 20.2.1. Each classified employee shall serve a probationary period for six (6) months in paid status in his/her classification.
- 20.2.2 Any probationary employee may be dismissed at the pleasure of the County Superintendent or designee.

20.3 Permanent Employees

Any one (1) or more of the following cause are grounds for disciplinary action against a permanent employee:

- 20.3.1 Incompetency or inefficiency in the performance of the duties of the position.
- 20.3.2 Insubordination.
- 20.3.3 Carelessness or negligence in the performance of duty or in the care or use of County Superintendent’s property.

- 20.3.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
- 20.3.5 Dishonesty.
- 20.3.6 Drinking alcoholic beverages on the job or reporting to work while intoxicated.
- 20.3.7 The use or possession of narcotics or dangerous drugs without proper medical authorization.
- 20.3.8 Substantial off-duty misconduct reasonably related to the employee's public duty.
- 20.3.9 Engaging in political activity during assigned hours of employment.
- 20.3.10 Conviction of any felony or conviction of a crime involving moral turpitude or conviction of any sex offense as defined in Education Code section 44010.
- 20.3.11 Three (3) unexcused absences or unexcused tardiness in a fiscal year.
- 20.3.12 Abuse of leave privileges.
- 20.3.13 Falsifying any material information supplied to the County Superintendent or members of his/her staff or the County Board of Education, including but not limited to information supplied on application forms, employment records, or any other records.
- 20.3.14 Violations of, or refusal to obey, safety rules or regulations made applicable to public schools by the County Superintendent, the County Board of Education, or by any appropriate Federal, State, or local governmental agency.
- 20.3.15 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the acceptance of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 20.3.16 Violation of the Education Code, the State Board of Education regulations, and/or rules of the County Superintendent or the County Board of Education, or violation of any lawful regulation or written order made by a line supervisor.
- 20.3.17 Abandonment of position. "Abandonment of position" shall be defined as absence from assigned duties for five (5) consecutive days without proper authorization.

20.4 Notification to Employee

- 20.4.1 A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific act or omission upon which disciplinary action is based and a statement of the cause for the action being taken. If it is claimed that an employee has violated a rule or regulation of the County Superintendent, such rule or regulation shall be set forth in such notice.

20.4.2 In all cases, a statement in writing shall be prepared by the Deputy Superintendent or designee containing the specific charges against the employee and the discipline to be imposed, whether it be dismissal, suspension, demotion, involuntary reassignment, or other disciplinary action as specified.

20.4.3 The written statement shall also specify the right of the employee to a hearing on the charges and the time within which the hearing may be requested which shall not be less than five (5) days after service of the written statement to the employee. This statement shall also contain a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

20.4.4 One (1) copy of this statement and one (1) copy of the card or paper constituting the denial of charges and requesting a hearing shall be personally given to the employee or sent by registered or certified mail to his/her last known address as shown on the employee's employment records, and one (1) copy of each shall be filed in the employee's personnel file.

20.4.5 At the time of service upon the employee of the written statement, he/she shall also be given the card or paper, the signing and filing of which shall constitute a demand for hearing and denial of all charges, and which shall be substantially in the following form:

“TO: Deputy Superintendent
Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776

I, the undersigned, do hereby demand a hearing on the charges made against me as a classified employee of the Yolo County Office of Education and I do hereby deny all charges so made.

I request that these charges be submitted to Advisory Arbitration.”

Signature

Date

20.5 No Hearing Request

20.5.1 If no hearing is requested by the employee within the time allotted in the written notice, the County Superintendent or designee may act upon the charges.

20.5.2 Within ten (10) days after the date of notification under section 20.4.1, the County Superintendent or designee shall give the employee written notice, either in person or by mail, of the decision; the decision shall be effective as of the date of service or mailing of a copy of the decision to the employee, unless some other effective date is specified in the notice.

20.6 Hearing Request

20.6.1 If the employee requests a hearing within the time allotted in the written statement, the charges shall be considered by an advisory arbitrator selected from the list set forth in Appendix C. Notice of the hearing date shall be given to the employee by the Deputy Superintendent or designee at least five (5) days prior to the date. Notice shall be either personally served or served by registered or certified mail.

- 20.6.1.1 The hearing shall be commenced within thirty (30) days of the date a demand for hearing is received by YCOE. Any extension of time of the commencement of the hearing shall only be granted pursuant to mutual agreement of the parties. The arbitrator's advisory decision shall be rendered and served on the parties within thirty (30) days of the close of the actual hearing, or if briefs are allowed, within sixty (60) days of the close of the actual hearing.
- 20.6.2 The employer shall first present the evidence to the arbitrator supporting the proposed disciplinary action. The employee shall then be given an opportunity to present his/her defense.
- 20.6.3 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Each party shall be given an opportunity after the presentation of evidence to present a closing argument. The burden of proof shall remain with the employer to substantiate the charges made against the employee.
- 20.6.4 Upon receipt of the arbitrator's award by the parties, the Superintendent shall consider the action to be taken.
- 20.6.5 After considering the matter, the Superintendent shall act to affirm, modify, or reject the arbitrator's advisory award. The decision of the Superintendent shall be final.

20.7 Employment Status Pending Appeal or Waiver

In any cases where the Deputy Superintendent or designee deems it necessary or proper he/she may suspend the employee until a decision has been rendered pursuant to the procedures contained herein. Until such time as the decision has been rendered, the suspension shall be with pay unless the Deputy Superintendent determines through an investigation that the employee presents an unreasonable risk of harm to student, staff or property. CSEA shall have input into the investigative process. If the Deputy Superintendent determines that such a risk exists, after notifying the employee in writing of the reason and giving the employee the opportunity to respond, the suspension will be without pay.

- 20.7.1 An employee who has been suspended without pay pursuant to section 20.7 may, with the concurrence of CSEA, file a grievance at Level Three (Arbitration) of the Grievance Procedure, section 21.3.4, within five (5) days of service of notice of a determination by the Deputy Superintendent that the employee is suspended without pay, which shall constitute submission of the grievance to expedited binding arbitration. An arbitration hearing on the grievance shall be scheduled by the Superintendent before one of the persons listed in Appendix C, or if none of those persons are available within the time allowed, before a mutually agreed upon arbitrator, within fifteen (15) days of receipt of the submission of the grievance to arbitration. The arbitrator shall render a decision on the suspension without pay issue only, without a transcript, at the conclusion of the hearing or within five (5) days thereafter.

Article 21. GRIEVANCE PROCEDURE

21.1 Definitions of Terms Used in This Article

21.1.1 **“Grievance”** is an allegation by the CSEA or by one or more unit members that there has been a violation of the specific provisions of this Agreement.

21.1.2 **“Grievant”** is a member of the bargaining unit, or group of members, or the CSEA making a claim pursuant to 21.1.1 above.

21.1.3 **“Party in Interest”** is a person or persons making a claim pursuant to 21.1.1 and/or a person necessary to resolve the claim.

21.1.4 **“Conferee”** is a person designated by any of the parties in interest to provide assistance or counsel at any step in the grievance process.

21.1.5 **“Day”** is any day which the YCOE is open for business.

21.2 Time Limits Specified in This Article

21.2.1 Time limits specified within each step of the grievance procedure may be modified by mutual agreement of all parties in interest.

21.2.2 Failure by the aggrieved to observe the time limits shall be deemed an acceptance of the previous answer to the grievance and a waiver of the right to pursue the grievance to later steps.

21.3 The Grievance Procedure

21.3.1 Informal Level

Within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance, he/she shall discuss the grievance with the appropriate site administrator or manager.

21.3.2 Level One

If the discussion does not resolve the grievance to the grievant’s satisfaction, he/she may submit the grievance formally in writing to the site administrator or manager within thirty (30) days after the grievant knew or should have known of the grievance. The site administrator or manager shall forward his/her written decision within five (5) days of receipt of the Level One grievance. A written grievance shall include:

21.3.2.1 A statement of the specific provision(s) of the agreement allegedly violated.

21.3.2.2 A brief statement of the facts which constitute the alleged violation, including the names of all persons involved and the times, places and events.

21.3.2.3 A statement of the specific actions which the aggrieved unit member desires that the YCOE take to remedy the grievance.

21.3.2.4 The date the informal meeting was held.

21.3.3 **Level Two**

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing to the Superintendent within five (5) days.

21.3.3.1 Within the ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent or designee will meet with the grievant, and association representative if desired by the grievant, in an effort to resolve it.

21.3.3.2 If a meeting is requested by the grievant, the Superintendent or designee shall inform the grievant in writing within five (5) days after such meeting of his/her decision. If no meeting is held, the Superintendent or designee shall inform the grievant in writing within ten (10) days after receipt of the written grievance of his/her decision.

21.3.4 **Level Three**

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within the time limits set forth above, the grievant may, within ten (10) days, request in writing that CSEA submit the grievance to arbitration.

21.3.5 The CSEA, by written notice to the Superintendent within fifteen (15) days after the receipt of the request from the grievant, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before hearing.

21.3.6 The parties shall mutually select an arbitrator from a list obtained from the American Arbitration Association of arbitrators in Northern California by alternately striking.

21.3.7 The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

21.3.8 The decision of the arbitrator will be submitted to the Superintendent and the CSEA and will be final and binding upon the parties to this Agreement, provided, however, that the award must conform to law, be justified upon the facts, and not add to, subtract from or modify the terms of the Agreement.

21.3.9 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the parties.

21.4 Miscellaneous Provisions Relating to This Article

- 21.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or CSEA against any grievant, any party in interest, any member of CSEA, or any other participant in the grievance procedure, by reason of such participation.
- 21.4.2 Bargaining unit members may represent themselves at all stages of the grievance procedure, or by a representative selected by the CSEA, except arbitration. If a bargaining unit member is not represented by the CSEA or its representative, the CSEA shall be informed of any final resolution before it is implemented and may challenge it through this procedure if such resolution is alleged to be inconsistent with the provisions of this Agreement.
- 21.4.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the site administrator or appropriate manager, the grievant shall submit such grievance in writing to the Superintendent and the CSEA directly and the processing of such grievance shall be commenced at Level Two. Any such grievance must be filed within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance.
- 21.4.4 Decisions rendered at Levels One and Two of this procedure shall be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to CSEA.
- 21.4.5 Time limits for appeal provided in each level shall begin the day after receipt, by the grievant, of the written decision.
- 21.4.6 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
- 21.4.7 Nothing contained herein shall limit the right of a unit member to discuss the grievance with any appropriate administrator informally and to have the grievance adjusted without the intervention of the CSEA, provided such adjustment is not inconsistent with the provisions of this Agreement.

Article 22. SAFETY

- 22.1** The Superintendent shall not require employees to work in unsafe conditions.
- 22.2** Should an employee feel that any unsafe and unhealthy condition exists, he/she shall inform his/her supervisor/principal.
- 22.3** The YCOE will ensure that all bargaining unit employees will have the necessary safety protection for all blood borne pathogens. The YCOE will pay any expenses related to the above, including but not limited to inoculations and testing. This includes paraeducators. Other positions may be included as necessary.

Article 23. THE EFFECTS OF CONTRACTING OUT BARGAINING UNIT WORK

23.1 Restriction on Contracting Out

The Superintendent agrees not to contract for those services which are routinely performed as an immediate adjunct to the day to day operation of the YCOE and which have been historically performed by classified employees of the YCOE unless by negotiated agreement with CSEA.

Article 24. SEVERABILITY

Savings Clause

If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction or legislative action to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other unaffected provisions or applications shall continue in full force and effect.

Article 25. PROFESSIONAL GROWTH

The following guidelines and procedures are to be used for the approval of Professional Growth Stipends for qualifying members of the classified bargaining unit. The intent of this policy is to reward bargaining unit employees for completing educational coursework directly relating to the employee's current assignment and current career field which will enhance the employee's job performance.

- 25.1** The employee shall submit a completed Professional Growth form to his/her manager for approval prior to course enrollment and, after receiving approval, shall submit the form to Human Resources at least five working days prior to the commencement of the course.
- 25.2** Forms are available in the Human Resources Department and may be available at various work sites.
- 25.3** The Director of Human Resources may overrule the approval of the manager if the course is not directly related to the employee's job.
- 25.4** Only courses approved in advance, in writing, by the employee's manager and Human Resources will qualify for credit towards a Professional Growth stipend.
- 25.5** Commencing in the 2016-17 school year, transcripts or proof of successful completion of course work must be submitted on or before September 1 of each year in order to qualify for credit towards Professional Growth stipends effective September 1 of the current fiscal year.
- 25.6** Successful completion of a course which is graded shall be a "C" or better. For courses that are pass/fail, the employee must pass. For non-graded courses, proof of attendance is required.
- 25.7** Course work taken to fulfill licensing or initial job placement requirements will not be credited. No units accrued before the commencement of employment will be eligible for credit towards a Professional Growth stipend.
- 25.8** Training provided or paid by YCOE and training taken during paid work time shall not be credited towards a Professional Growth stipend. An employee may use accrued vacation time, but no other paid leave, for approved course work.
- 25.9** Training from approved workshops, adult education or college courses may be accepted as part of the employee's training program. Classroom time of fifteen (15) hours is equivalent to one (1) college semester unit. Classroom time of ten (10) hours is equivalent to one (1) college quarter unit.
- 25.10** Completion of twenty-five (25) hours of course work, or equivalent training, as approved, shall qualify the employee for a stipend of one-half percent (0.5%). The stipend shall be based on the employee's regular rate of pay exclusive of overtime and/or out-of-class pay. The maximum additional stipend which an employee can earn during one fiscal year is one percent (1%). The maximum stipend allowable under these procedures shall be three percent (3%) of base salary for one hundred and fifty (150) hours of approved education.
- 25.11** This revised article shall be effective starting with the 2002-2003 fiscal year commencing July 1, 2002. For example, credit earned during the 2002-2003 fiscal year and verified pursuant to section 25.5 shall be credited toward a 2003-2004 stipend.

Article 26. CONTRACT PROVISIONS

Support of Agreement

The CSEA and YCOE recognize the duty and obligation of its representative to comply with provisions of this Agreement and to make every effort toward inducing all employees to do so. The CSEA and the YCOE agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process.

Article 27. CONCERTED ACTIVITIES

27.1 No Strikes

It is agreed that and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the YCOE by employees during the term of this Agreement.

27.2 Violation

It is understood that in the event this Article is violated by a segment of the employees represented by CSEA, the Superintendent shall be entitled to withdraw from the involved employees any rights, privileges, or services provided for in this Agreement.

27.3 Lockout

The Superintendent agrees that, during the term of this Agreement, there shall be no lockout to prohibit employees represented by CSEA from performing their normal duties.

Article 28. NEGOTIATIONS

28.1 Notification and Public Notice

If either party desires to reopen the contract pursuant to the provisions of Article 2, notice shall be given in accordance with the timelines set forth therein and the party shall provide written notice and proposal to the other party of said desire and the nature of the proposed amendments and cause the public notice provisions of law to be fulfilled. On expiration of this Agreement, notice of desire to negotiate a successor Agreement and of the initial proposal for such successor Agreement shall be provided by CSEA to YCOE at least sixty (60) days prior to the expiration of this Agreement and the initial proposal of YCOE shall be provided by YCOE to CSEA within thirty (30) days of the completion of the public hearing on the CSEA proposal.

28.2 Commencement of Negotiations

Within fifteen (15) days of satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place.

28.3 Release Time for Negotiations

CSEA shall have the right to designate four (4) employees who shall be given reasonable release time to participate in negotiations.

28.4 Ratification of Additions or Changes

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

28.5 Completion of Meet and Negotiate

During the term of the Agreement, the parties expressly waive and relinquish the right to meet and negotiate, except as provided elsewhere in this Agreement, with respect to any subject or matter whether referred to or covered in the Agreement or not, including those subjects or matters which were proposed and later withdrawn by either party. The parties, upon mutual consent, may negotiate on any item within the scope of representation.

Article 29. MANAGEMENT RIGHTS

29.1 Rights

It is understood and agreed that the Yolo County Office of Education retains all of its power and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organizational structure; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine the number and kinds of personnel required; maintain the efficiency of the Yolo County Office of Education's operation; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the Yolo County Office of Education retains the right to employ, classify, assign with job description, evaluate, promote, terminate and discipline employees subject to the provisions of the Education and Government Codes, Yolo County Office of Education policies, and this Agreement.

29.2 Limits

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Yolo County Office of Education, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

29.3 Emergencies

In the event of an emergency, the Yolo County Office of Education retains its right to amend, modify or rescind policies and practices affected by the emergency for the duration of the emergency.

29.4 This Article is not subject to the Grievance Procedure.

Article 30. ONE-ON-ONE PARAEDUCATORS

To meet the needs of Special Education Students who require an individual Paraeducator to assist them with special needs, the Superintendent is required, from time-to-time, to employ a person for a limited period of time to perform certain special services for a student. If the student's condition changes or the student leaves the County Office program, these particular specialized services will not be needed. To meet this need, the position of One-on-One Paraeducator is created.

30.1 It is agreed that One-on-One Paraeducators hired by the Superintendent shall have all of the rights and privileges of bargaining unit members as set forth in the Agreement with the exception of the following:

30.1.1 The assignment and the employee's employment with the Superintendent shall end when the student leaves the program or when the student no longer needs the services.

30.1.2 The number of hours assigned to each position may vary from year-to-year depending on the needs of the student as set forth in the IEP or medical requirements.

30.1.3 When the assignment ends, the One-on-One Paraeducator shall if he/she requests, be placed on the classified substitute list.

30.1.4 At the end of the assignment, the One-on-One Paraeducator shall be placed on a One-on-One reemployment list and shall be hired back in accordance with date of hire in the classification providing that the Paraeducator meets the skills and needs required by the students.

30.1.5 Articles 16 and 19 of the Collective Bargaining Agreement shall not apply to One-on-One Paraeducators.

30.1.6 One-on-One Paraeducators shall be paid at the same rate of pay as that of Paraeducator.

Article 31. CATASTROPHIC LEAVE

- 31.1** When an employee or a member of his/her family, experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits by submitting a request to the Director of Human Resources.
- 31.2** In making such a request, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 31.3** Upon determination that the employee is unable to work due to his/her own or a family member's catastrophic illness or injury, the Human Resources Director shall send a notice to the Union President that donations have been requested by the employee. Any other *unit member* may donate accrued vacation or sick leave credit to the requesting employee by submitting a notice to the Director of Human Resources. Donations shall be at a minimum of 8 hours and in one-hour increments thereafter.
- 31.4** To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 48 hours. All transfers of eligible leave credit shall be irrevocable.
- 31.5** The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests *and qualifies for* catastrophic leave.

31.6 Definitions

For the purposes of this section, the following terms are defined as follows:

31.6.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. (EC§44043.5)

31.6.2 "Family member" means the spouse, child or parent of the employee or grandchild who is living in the employee's home and for whom the employee is the sole care provider.

31.7 This section will not be subject to Article 21 Grievance Process.

Article 32. COMPLAINT PROCESS

- 32.1** If any employee has complaints or gripes, which do not constitute grievances, the employee should bring the complaint or gripe to the attention of the CSEA Job Steward. The CSEA Job Steward shall bring the complaint or gripe to the joint Problem Solving Team at its next meeting. The joint Problem Solving Team usually meets monthly.
- 32.2** The Problem solving Team will consist of the CSEA President and one other Executive Board member as assigned by the President. This team will meet with the Director of Human Resources and one other management representative.
- 32.3** **This section will not be subject to Article 21 Grievance Process.**

SIGNATURES

FOR THE SUPERINTENDENT:

FOR THE ASSOCIATION:

DATE: _____

DATE: _____

AGREEMENT

BETWEEN

**YOLO COUNTY
OFFICE OF EDUCATION**

AND

YOLO EDUCATION ASSOCIATION

JULY 1, 2015 – JUNE 30, 2018

(Revised May 4, 2017)

AGREEMENT

Between the

YOLO COUNTY OFFICE OF EDUCATION

and the

YOLO EDUCATION ASSOCIATION

TABLE OF CONTENTS

ARTICLE	PAGE
1. AGREEMENT.....	1
1.1 Parties to this Agreement	
1.2 Authorization	
2. RECOGNITION	2
2.1 Unit Description	
3. DEFINITIONS	3
3.1 Definition of Terms	
4. NEGOTIATION PROCEDURES.....	4
4.1 Notice to Bargain a Successor Agreement	
4.2 Use of Consultants	
4.3 Use of Representatives	
4.4 Duty to Provide Information	
5. ASSOCIATION RIGHTS	5
5.1 Right of Participation	
5.2 Use of Facilities	
5.3 Communications	
5.4 Unit Members Names, Addresses, Telephone Numbers	
5.5 Association Business	
5.6 Orientation Meeting	
5.7 Board of Education Agenda	
5.8 Waiver Requests	
6. COUNTY OFFICE OF EDUCATION RIGHTS	6
6.1 YCOE Authority	
6.2 Exercise of YCOE Powers and Authority	
7. GRIEVANCE PROCEDURE	7
7.1 Definitions of Terms Used in this Article	
7.2 Time Limits Specified in this Article	
7.3 The Grievance Procedure	
7.4 Miscellaneous Provisions Relating to this Article	
8. ORGANIZATIONAL SECURITY	10
8.1 Dues Deductions	
8.2 Service Fees for Non-Members	
8.3 Exemptions from Service Fees	
8.4 Fees and Dues Remitted to Association	
8.5 Association Duty to Provide Information	
8.6 Hold Harmless Clause	
8.7 Other Deductions from Pay Warrant	
9. TRANSFERS AND REASSIGNMENT OF PERSONNEL	12
9.1 Definitions of Terms Used in this Article	
9.2 Notice of Vacancies	
9.3 Voluntary Transfer Procedures	
9.4 Procedure for Involuntary Transfer for Other than Cause	
9.5 Procedures for Involuntary Transfer for Cause	
9.6 Mutually Acceptable Transfer	
9.7 Miscellaneous Provisions Relating to this Article	

10.	CERTIFICATED EMPLOYEE EVALUATIONS.....	15
	10.1 Principles of Evaluation and Assessment	
	10.2 Final Evaluation Report in Conference	
	10.3 Procedures for Evaluation and Assessment of Non-Instructional Certificated Unit Members	
	10.4 Personnel Files	
	10.5 Public Charges	
	10.6 Personal and Academic Freedom	
	10.7 Test of Intellectual or Emotional Functioning	
11.	EMPLOYEE SAFETY	19
	11.1 Safe Working Conditions	
	11.2 Unsafe Conditions Defined	
	11.3 Addressing Unsafe Working Conditions	
	11.4 Duty to Report Cases of Assault	
	11.5 Student Referrals	
12.	PHYSICAL EXAMINATIONS	20
	12.1 Tuberculosis Examinations	
13.	TEACHING HOURS	21
	13.1 Unit Member Work Day	
	13.2 Faculty Meetings	
	13.3 Duty Free Lunch Period	
	13.4 Non-Teaching Duties	
	13.5 Home Instruction	
14.	WORK YEAR	22
	14.1 County Office Calendar	
	14.2 ROP Work Year	
	14.3 Speech and Language Therapist Work Year	
15.	NON-DISCRIMINATION	23
	15.1 Unlawful Discrimination Prohibited	
16.	CURRICULUM AND INSTRUCTION.....	24
	16.1 Duty to Consult	
	16.2 Student Discipline Policy	
17.	IN-SERVICE EDUCATION/STAFF DEVELOPMENT	25
	17.1 In-Service Needs Solicited	
	17.2 Limitations on Required In-Service	
	17.3 Staff Development	
	17.4 Staff Development Stipend	
	17.5 Verification Process for Teachers Special Settings (VPSS)	
18.	PART-TIME EMPLOYMENT STATUS	26
	18.1 Ed. Code 44922, 42724 and Gov. Code 20185 Benefits	
	18.2 Return to Full Time Status	
	18.3 Shared Contracts	
	18.4 Other Part-Time Employees	
19.	SALARIES.....	28
	19.1 Salary	
	19.2 Pro-Rated Salaries	
	19.3 Salary for One Semester	
	19.4 Payroll Periods	
	19.5 Salary Schedule Placement and Step Advancement	
	19.6 Salary Schedule Placement and Column Advancement	

	19.7 Salary Schedule Credit for In-Service	
	19.8 Procedure for Column Change	
	19.9 Credit for Master Teachers	
	19.10 Prior Approval and Verification of Completion	
	19.11 Incorrect Salary Placement	
	19.12 Staff Coordinator Duties	
	19.13 Staff Coordinator Stipend	
	19.14 Credit for Advanced Degrees	
	19.15 Certificated Nurse	
	19.16 Psychologist	
20.	EMPLOYEE TRAVEL	31
	20.1 Mileage Rate of Reimbursement	
	20.2 Mileage from Last Assignment	
21.	EMPLOYEE BENEFITS	32
	21.1 Employees and Dependent Insurance Coverage	
	21.2 Paid Benefits--Full-Time Employees	
	21.3 Duration of Benefits	
	21.4 Eligibility	
	21.5 Employee Benefit Payments During Leave of Absence	
	21.6 Property Damage	
	21.7 Additional Health Insurance Plans	
	21.8 Retiree's Health Benefits	
22.	LEAVES	34
	22.1 Sick Leave	
	22.2 Maternity/Paternity/Adoption Leaves	
	22.3 Immediate Family Sick Leave	
	22.4 Personal Family Illness Leave	
	22.5 Bereavement Leave	
	22.6 Industrial Accident or Injury and Illness Leave	
	22.7 Personal Business Leave	
	22.8 Personal Necessity Leave	
	22.9 Study Leave	
	22.10 In-Service Leave	
	22.11 Subpoena Leave	
	22.12 Jury Leave	
	22.13 Association Leave	
	22.14 Military Leave	
	22.15 Miscellaneous Leave	
	22.16 Sabbatical Leave	
	22.17 Notification and Absence Forms	
	22.18 Abuse of Leave	
23.	EFFECTS OF LAYOFF	41
	23.1 Lay-Off Procedure	
	23.2 Entitlement of Leave and Fringe Benefits	
	23.3 Reassignments Resulting from Lay-Off	
	23.4 Re-employment Rights Following Lay-Off	
	23.5 Substitute Service	
	23.6 Statutory Guarantees	

24.	MISCELLANEOUS PROVISIONS	43
	24.1 Individual Contracts	
	24.2 Copies of Agreement	
	24.3 Arbitrary Application Prohibited	
	24.4 Unit Member Resignations	
	24.5 Committee for Specialized Health Procedures	
25.	SAVINGS	44
	25.1 Severability Agreement	
26.	SUPPORT OF AGREEMENT	45
	26.1 Strikes Prohibited	
	26.2 Response to Violations of 26.1	
27.	TERM OF AGREEMENT	46
	27.1 Expiration of Agreement	
	27.2 Health and Welfare Benefits	
28.	PARA-EDUCATOR SUPPORT	47
	28.1. Paraeducators	
29.	DISCIPLINE.....	48
	29.1 General	
	29.2 Progressive Discipline	
	29.3 Notice	
	29.4 Administrative Leave	
	29.5 Appeal	
	29.6 Hearing Procedure	
	29.7 Confidentiality	
	 SIGNATURES	 51

APPENDIX

A	CERTIFICATED SALARY SCHEDULE
A1	NON-CREDENTIALLED SALARY SCHEDULE
B	PSYCHOLOGIST SALARY SCHEDULE
C	CERTIFICATED NURSE SALARY SCHEDULE
D	SPEECH & LANGUAGE SPECIALIST SALARY SCHEDULE
E	MOU re Hiring Bonus re Speech Therapists/Psychologists (7/30/07)
F	MOU re Extra Assignment Compensation for 2015-16 School Year
G	MOU re Extra Assignment Compensation for 2016-17 and 2017-18 School Years

ARTICLE 1. AGREEMENT

- 1.1 PARTIES TO THIS AGREEMENT.** The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Yolo County Office of Education (hereinafter referred to as "Superintendent" or YCOE) and the Yolo Education Association ("Association" or YEA).
- 1.2 AUTHORIZATION.** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 2. RECOGNITION

- 2.1 UNIT DESCRIPTION.** The YCOE recognizes the Association as the exclusive representative of all certificated unit members of the YCOE, excluding day-to-day substitutes, management, confidential, and supervisory employees, as defined in the Act, for the purposes of meeting and negotiating. Further excluded are district-employed R.O.P. personnel.

ARTICLE 3. DEFINITIONS

3.1 DEFINITION OF TERMS

For the purposes of this Agreement, the following definitions shall be used:

- 3.1.1. **YCOE** - The employer: Yolo County Office of Education/Yolo County Superintendent of Schools
- 3.1.2. **Employee** - Any credentialed teacher who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.1.3. **School Day** - The day students are required to be in session at any work site of the YCOE.
- 3.1.4. **Work Day** - A day the YCOE is open for business.
- 3.1.5. **Daily Rate of Pay** - The unit member's annual salary divided by the number of work days required by this Agreement.
- 3.1.6. **Hourly Rate of Pay** - The daily rate of pay divided by 7.
- 3.1.7. **Immediate Family** (as defined within Bereavement Leave) Mother, father, step parent, grandfather, grandmother, grandchild of the unit member or the spouse of the unit member, spouse, son, daughter, son-in-law, daughter-in-law, step-child, brother or sister of the unit member or the spouse of the unit member, or any relative living in the immediate household of the unit member, or any other close family member as approved by the unit member's supervisor.
- 3.1.8. **IEP** - Special education term for student's Individual Educational Plan.
- 3.1.9. **SST** - Regular Education term for Student Study Team.

ARTICLE 4. NEGOTIATION PROCEDURES

- 4.1 NOTICE TO BARGAIN A SUCCESSOR AGREEMENT.** No later than May 1 of the calendar year in which this Agreement expires, the YCOE and/or the Association shall communicate to the other in writing their intent to negotiate. Any agreement reached between the parties shall be reduced to writing, and signed by them.
- 4.2 USE OF CONSULTANTS.** Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.3 USE OF REPRESENTATIVES.** The YCOE and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
- 4.4 DUTY TO PROVIDE INFORMATION.** Upon written request by the Association, the YCOE shall provide the data within its control necessary for an intelligent discussion of a mutually agreed to bargaining topic

ARTICLE 5. ASSOCIATION RIGHTS

- 5.1 RIGHT OF PARTICIPATION.** The YCOE and Association recognize the right of the unit members to form, join and participate in lawful activities of employee organizations.
- 5.2 USE OF FACILITIES.** The Association and its members shall have the right to make use of YCOE buildings, and facilities at all reasonable hours, when it is not otherwise in use.
- 5.3 COMMUNICATIONS.** The Association shall have the right to post notices of activities and matters of Association concern in areas frequented by unit members. The Association may use the interoffice mail service and unit member mailboxes for communication with unit members.
- 5.4 UNIT MEMBER NAMES, ADDRESSES, TELEPHONE NUMBERS.** Names, addresses and telephone numbers (if available) of all YCOE unit members subject to this Agreement shall be provided without cost to the Association no later than October 1 of each school year provided that such is not restricted by law. Additionally, a telephone number and address shall not be released when a unit member has indicated, in writing, to the YCOE that he/she does not authorize the release of such information.
- 5.5 ASSOCIATION BUSINESS.** Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times which do not interfere with the educational program.
- 5.6 ORIENTATION MEETING.** The Association shall have time on agenda at any orientation concerning the master agreement.
- 5.7 BOARD OF EDUCATION AGENDA.** The YCOE shall place on the agenda of each regular Board of Education meeting any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent ten (10) working days prior to said meeting.
- 5.8 WAIVER REQUESTS.** Prior to consideration by the Board of Education of any waiver request developed by school or schools, as provided for in the School Based Program Coordination Act, commencing with Ed. Code § 52800, the YCOE shall submit such request to the Association. The Association may, if it so chooses, meet and negotiate with the YCOE on all items contained within a waiver proposal which is a matter related to a subject which is within the scope of bargaining as defined in Government Code § 3543.2. The Association further retains its right to consult on all other matters contained in the waiver proposal as defined in Government Code § 3543.2.

ARTICLE 6. COUNTY OFFICE OF EDUCATION RIGHTS

- 6.1 YCOE AUTHORITY.** It is understood and agreed that the YCOE retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds of levels of services to be provided, and the methods and means of providing services; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine the kinds of personnel required; maintain the efficiency of the YCOE operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determined the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the YCOE retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.
- 6.2 EXERCISE OF YCOE POWERS AND AUTHORITY.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the YCOE, the adoption of policies, rules, regulations and practices in furtherance therefore, and the use of judgment and discretion in connection therewith, shall be limited only by § 3540 et seq. of the Government Code and the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 DEFINITIONS OF TERMS USED IN THIS ARTICLE

- 7.1.1 **Grievance:** A grievance is an allegation by the Association or by one or more unit members that there has been a violation of the specific provisions of this Agreement.
- 7.1.2 **Grievant:** A grievant is a member of the bargaining unit or group of members or the Association making a claim pursuant to 7.1.1 above.
- 7.1.3 **Party in Interest:** The person or persons making a claim pursuant to 7.1.1 and/or a person necessary to resolve the claim.
- 7.1.4 **Conference:** A person designated by any of the parties in interest to provide assistance or counsel at any step in the grievance process.
- 7.1.5 **DAY:** Any day which the YCOE is open for business.

7.2 TIME LIMITS SPECIFIED IN THIS ARTICLE

- 7.2.1 Time limits specified within each step of the grievance procedure may be modified by mutual agreement of all parties in interest.
- 7.2.2 Failure by the aggrieved to observe the time limits shall be deemed an acceptance of the previous answer to the grievance and a waiver of the right to pursue the grievance to later steps.

7.3 THE GRIEVANCE PROCEDURE

- 7.3.1 **Level One.** Within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance, he/she shall first discuss the grievance with the appropriate site administrator.
- 7.3.2 In the event the grievant is not satisfied with the disposition of the grievance, he/she may submit the grievance formally in writing to the site administrator within ten (10) days of the informal decision but in any case no longer than thirty (30) days from the original time requirements. A written grievance shall include:
- 7.3.2.1 A statement of the specific provision(s) of the agreement allegedly violated.
- 7.3.2.2 A brief statement of the facts which constitute the alleged violation, including the names of all persons involved and the times, places and events.
- 7.3.2.3 A statement of the specific actions which the aggrieved unit member desires that the YCOE take to remedy the grievance.
- 7.3.2.4 A statement of the steps initiated by the aggrieved to resolve the difficulty by informal means as prescribed in 7.3.1 above. Within five (5) days after receipt of the written grievance, the site administrator shall meet with the grievant in an effort to resolve the grievance.

- 7.3.3 **Level Two.** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing to the Superintendent within five (5) days after the decision at Level One.
- 7.3.4 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the grievant, and association representative if desired by the grievant, in an effort to resolve it.
- 7.3.5 **Level Three.** If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days after the grievant has first met with the Superintendent or his/her designee, the grievant may, within ten (10) days after a decision by the Superintendent or his designee, request in writing that the Association submit the grievance to arbitration.
- 7.3.6 The Association, by Written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before hearing.
- 7.3.7 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the Association's submission of the grievance to arbitration, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service. The parties will alternately strike names until one name is left. The order of striking will be determined by lot.
- 7.3.8 The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
- 7.3.9 The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement, provided, however that the award must conform to law, be justified upon the facts, and not add to, subtract from or modify the terms of the Agreement.
- 7.3.10 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the parties.

7.4 MISCELLANEOUS PROVISIONS RELATING TO THIS ARTICLE

- 7.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Association against any grievant, any party in interest, any member of the Association, or any other participant in the grievance procedure, by reason of such participation.
- 7.4.2 Teachers may represent themselves at all stages of the grievance procedure, or by a representative selected by the Association, except arbitration. If a teacher is not represented by the Association or its representative, the Association shall be informed of any final resolution before it is implemented and may challenge it through this procedure if such resolution is alleged to be inconsistent with the provisions of this Agreement.

- 7.4.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the site administrator, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance shall be commenced at Level Two.
- 7.4.4 Decisions rendered at Levels One and Two of this procedure shall be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the president of the Association.
- 7.4.5 Time limits for appeal provided in each level shall begin the day of receipt of the written decision by the grievant.
- 7.4.6 The processing of grievances shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, action may be taken to minimize actual costs to all participating. The employer shall provide a substitute if a teacher's absence is necessary in the processing of a grievance.
- 7.4.7 All documents, communications and records dealing with the processing of grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
- 7.4.8 Nothing contained herein shall limit the right of a unit member to discuss the grievance with any appropriate administrator informally and to have the grievance adjusted without the intervention of the Association, provided such adjustment is not inconsistent with the provisions of this Agreement.

ARTICLE 8. ORGANIZATIONAL SECURITY

8.1 DUES DEDUCTIONS. Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the YCOE an assignment authorizing deduction of unified membership dues, initiation fees and general assessments to the Association. Pursuant to such authorization, the YCOE shall deduct appropriately prorated deductions from the regular salary checks of the unit member each month of the unit member's individual contract of employment. Deductions for unit members who signed such authorizations after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.

8.2 SERVICE FEES FOR NON-MEMBERS. Any unit member who is not a member of the Yolo Education Association/CTA/NEA, or who does not make application for membership within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days from the commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, prorated in cases of part-time employment, in one lump-sum cash payment. In the event that a unit member shall not pay such fee directly to the Association, the YCOE shall immediately begin automatic payroll deduction as provided in Ed. Code § 45061 and in the same manner as set forth in paragraph 8.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

8.3 EXEMPTIONS FROM SERVICE FEES.

8.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Yolo Education Association/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under § 501(c)(3) of Title 26 of the Internal Revenue Code:

8.3.1.1 Foundation to Assist California Teachers

8.3.1.2 United Way

8.3.2 For purposes of this section, a unit member may use the deduction authorization procedures outlined in Section 8.1 above. Proof of payment and a written statement of objection along with verifiable evidence of membership in religious bodies whose traditional tenets or teachings object to joining or financially supporting unit member organizations, pursuant to this section, shall be made on an annual basis to the YCOE as a condition of continued exemption from the provisions of paragraph 8.1 and 8.2 of this Article. Such proof shall be presented on or before the final working day of September of each school year. Association shall have the right of inspection to review said proof of payment.

- 8.4 FEES AND DUES REMITTED TO ASSOCIATION.** With respect to all sums deducted by the YCOE, pursuant to paragraphs 8.1 and 8.2 above, whether for membership dues or agency fee, the YCOE agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, percentage of employment if less than full time, and shall indicate any changes in personnel from the list previously furnished.
- 8.5 ASSOCIATION DUTY TO PROVIDE INFORMATION.** The Association agrees to furnish any information needed by the YCOE to fulfill the provisions of this Article.
- 8.6 HOLD HARMLESS CLAUSE.** The Association agrees to pay to the YCOE all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and agrees to pay any judgment or settlement liability arising out of such challenges. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- 8.7 OTHER DEDUCTIONS FROM PAY WARRANT.** Upon appropriate written authorization from the unit member, the YCOE shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union savings bonds, charitable donations, or any other plans or programs approved by the YCOE to a reasonable maximum.

ARTICLE 9. TRANSFERS AND REASSIGNMENT OF PERSONNEL

9.1 DEFINITIONS OF TERMS USED IN THIS ARTICLE

- 9.1.1 A **transfer** is the movement, either voluntary or involuntary, of a unit member from one YCOE program to another. YCOE programs are: Infant, Preschool, Autism, K-12 (Severely Handicapped, Orthopedically Impaired, Deaf & Hard of Hearing, Emotionally Disturbed), DIS (Visually Impaired, Adapted P.E., Orientation & Mobility), Adult Living Skills, Juvenile Hall, YCCP and Community Schools.
- 9.1.2 A **voluntary transfer** is a transfer which is requested and sought by the unit member.
- 9.1.3 An **involuntary transfer** is a transfer which is initiated by the Superintendent or his/her designee.
- 9.1.4 A **work day** is any day when the YCOE is open for business.
- 9.1.5 A **vacancy** is a bargaining unit position in a YCOE program or district assignment not filled by an incumbent. In the event the Superintendent determines to fill a vacancy, such vacancy shall be advertised pursuant to 9.2.1, below. Vacancies occurring after the first week of an instructional year shall be posted as transfer opportunities for the ensuing instructional year.

9.2 NOTICE OF VACANCIES

- 9.2.1 Known vacancies for the ensuing instructional year shall be advertised starting May 15, or earlier on the main bulletin board of the YCOE. Such notices shall include the position description, location, grade level, credential requirement(s) and a closing date for application. The closing date shall be not less than ten (10) working days following the initial date of posting. This process shall be continued through the first week of the instructional year.
- 9.2.2 Any unit member who wishes to have notices mailed to their home address must provide the Personnel office with at least three (3) self-addressed, stamped envelopes.

9.3 VOLUNTARY TRANSFER PROCEDURES

- 9.3.1 A unit member may request a transfer anytime after May 15 for the ensuing school year. A unit member may apply for a transfer during the first week of an instructional year in response to an advertised vacancy.
- 9.3.2 A request for transfer to take effect at the beginning of the next school year shall be made on the appropriate YCOE form and submitted no later than May 31 of the school year preceding the effective date of the transfer.
- 9.3.3 Voluntary transfer shall be based on proper credentials, evaluations, experience and the educational needs of the YCOE. All of the above being equal, seniority shall prevail.

9.4 PROCEDURE FOR INVOLUNTARY TRANSFER FOR OTHER THAN CAUSE

- 9.4.1 Involuntary transfer shall be based on proper credentials, evaluations, experience and the educational needs of the YCOE. All of the above being equal, seniority shall prevail.
- 9.4.2 No unit member shall be involuntarily transferred if a qualified volunteer has on file an appropriate transfer request.
- 9.4.3 A unit member to be involuntarily transferred shall have the right to indicated preferences from a list of vacancies, if one exists.
- 9.4.4 An involuntary transfer shall not result in the loss of regular compensation, seniority, or any fringe benefit to the unit member.
- 9.4.5 A unit member who is to be involuntarily transferred shall, upon written request, be granted a written rationale for the transfer.
- 9.4.6 A notice of involuntary transfer for the ensuing school year shall be given to the unit member not later than August 15.
- 9.4.7 Except in emergencies, involuntary transfers after the first teaching day of the school year, require three (3) work days notice.
- 9.4.8 Before a vacancy is filled by involuntary transfer, the vacancy shall be posted in accordance with Section 9.2 above.

9.5 PROCEDURES FOR INVOLUNTARY TRANSFER FOR CAUSE

- 9.5.1 No unit member shall be transferred for cause unless the employer has fulfilled its obligation to evaluate such unit member in accordance with the procedure set forth in the Evaluation Article of this Agreement.
- 9.5.2 No unit member shall be involuntarily transferred for cause unless the transfer is preceded by written notice and specification of those circumstances constituting cause.
- 9.5.3 Any unit member so notified shall have the right to appeal the notice of involuntary transfer for cause directly to the Superintendent. Such appeal must be made within seven (7) workdays of receipt of such notice. Upon receipt of appeal, the Superintendent shall investigate the charge(s) allegedly constituting cause. The Superintendent shall meet with the unit member as part of his/her investigation. The Superintendent shall conclude his/her investigation and report his findings along with his/her decision with respect to the unit member's appeal to the unit member within ten (10) workdays of the receipt of the unit member's appeal. The Superintendent's determination with respect to the appeal and transfer shall be binding, subject only to appeal based upon 9.5.4 below.
- 9.5.4 Any grievance relating to an involuntary transfer for cause shall be limited to claimed procedural violations of this provision.
- 9.5.5 The Association shall receive a copy of any notice of involuntary transfer for cause.
- 9.5.6 No unit member shall be displaced by way of implementation of this provision.

9.6 MUTUALLY ACCEPTABLE TRANSFER

9.6.1 Management and a unit member may mutually agree to a transfer which benefits either the unit member or the needs of YCOE. Such transfer may be for a limited duration upon mutual agreement. Such transfer shall not be considered an involuntary transfer.

9.7 MISCELLANEOUS PROVISIONS RELATING TO THIS ARTICLE

9.7.1 Except in emergencies or YCOE reorganizations, unit members may not be involuntarily transferred more than once in a consecutive three (3) year period.

9.7.2 Unit members who are to be involuntarily transferred during the school year to a substantially different position shall be given up to two (2) days of released time for preparation prior to the effective date of the transfer upon approval of their preparation plan by the appropriate administrator.

9.7.3 A unit member may submit a request for transfer at any time, whether or not a vacancy exists, to allow such an application to be considered whenever an appropriate vacancy exists.

9.7.4 The rights of unit members returning from leave include the right to return to a comparable position or the same position if it is filled by a temporary unit member.

9.7.5 Seniority for transfer is defined as YCOE seniority.

ARTICLE 10. CERTIFICATED EMPLOYEE EVALUATIONS

10.1 PRINCIPLES OF EVALUATION AND ASSESSMENT

- 10.1.1 It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the YCOE. Further, the parties recognize that the bargaining unit member must have day-to-day flexibility in planning curriculum and activities for students as determined by Individual Educational Programs and/or YCOE adopted program objectives.
- 10.1.2 The evaluator shall be the unit member's immediate supervisor. The YCOE retains the right to designate any other management employee as evaluator under unusual circumstances. An individual evaluatee may request the Superintendent to appoint an alternate evaluator, certified in the area of the unit member's assignment to observe and critique the unit member's performance. Such request may be made in writing to the Superintendent within thirty (30) calendar days of the first observation but not later than February 15 of the evaluation year. The alternate evaluator's report shall be attached to the evaluation prepared by the immediate supervisor or designated evaluator.
- 10.1.3 Any evaluation forms used in conjunction with this Article shall be approved by the Association and the Superintendent.
- 10.1.4 Probationary and temporary unit members shall be evaluated each school year. Permanent unit members shall be evaluated not less than every other year. If the unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall not take place during the first year in which the leave occurs, but shall take place during the first year of his/her return to duty.
- 10.1.5 In addition to individual goals and objectives, all certificated instruction personnel evaluation criteria shall include:
- 10.1.5.1 The progress of pupils towards the standards of expected student achievement.
 - 10.1.5.2 The instructional techniques and strategies used by the unit member.
 - 10.1.5.3 The unit member's adherence to curricular objectives.
 - 10.1.5.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
- 10.1.6 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator during October in the year in which the evaluation is to take place.

- 10.1.7 The unit member being evaluated and the evaluator shall meet no later than November 15 to discuss:
- 10.1.7.1 Objectives and standards to be achieved during the evaluation period. In the event of a disagreement over the objectives and standards, the unit member and the evaluator shall:
 - 10.1.7.1.1 Make a good faith effort to resolve the differences.
 - 10.1.7.1.2 If the unit member objects to the evaluator's final determination of objectives and standards, he/she shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.
 - 10.1.7.1.3 The unit member shall have the right to identify relevant constraints which the unit member believes may inhibit his/her ability to meet the established objectives and standards.
- 10.1.8 During the course of the evaluation period, circumstances may change which require review and/or modification of the original objectives and standards. The unit member or the evaluator may initiate a change of these objectives and standards in the manner prescribed in Section 10.1.7 above.
- 10.1.9 The evaluation process shall utilize direct observation and consultation with the evaluatee. Each evaluation shall be based upon at least one (1) observation, and shall be followed by an observation conference in which the evaluator and the unit member shall review the observation(s) and what aspect of the observation(s) are to be included in the final evaluation report. At least one (1) subsequent observation shall take place prior to a negative evaluation being placed in the unit member's file. A post-observation conference shall be arranged within three (3) working days of the observation.
- 10.1.10 At least one (1) formal observation shall be arranged by the evaluator and the unit member in advance.
- 10.1.11 Any permanent unit member who receives a negative evaluation shall be evaluated the following year. In the case of negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
- 10.1.11.1 Specific Recommendations for improvement.
 - 10.1.11.2 Direct assistance to implement such recommendations which may include opportunity for the unit member to visit and observe other similar classes.
 - 10.1.11.3 Any deficiencies which may have been corrected during the evaluation period shall not be included in the final evaluation.

- 10.1.12 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or control.
- 10.1.13 If subsequent remedial action eliminates the need for a negative evaluation and/or corrects the identified deficiencies, the evaluation(s) citing such deficiencies shall be sealed after a period of two (2) years.
- 10.1.14 Disputes arising over evaluations that result in grievances shall be limited to a claim that the procedures contained in this Article have been violated or unreasonably applied.
- 10.1.15 Unsubstantiated statements shall be excluded from the written evaluation.

10.2 FINAL EVALUATION REPORT IN CONFERENCE

- 10.2.1 Evaluations for probationary unit members shall be completed prior to March 15 in accordance with Section 1 of this Article at which time a final evaluation conference will be held to discuss the evaluation.
- 10.2.2 Evaluations for permanent unit members shall be completed not later than thirty (30) calendar days prior to the last instructional day of the school year. A final evaluation conference will be held not later than twenty (20) calendar days prior to the last instructional day of the school year to discuss the final evaluation report.

10.3 PROCEDURES FOR EVALUATION AND ASSESSMENT OF NON-INSTRUCTIONAL CERTIFICATED UNIT MEMBERS

- 10.3.1 Unit members with non-instructional job classifications shall be evaluated in accordance with YCOE established job responsibilities.
- 10.3.2 Certificated non-instructional unit members shall be evaluated not less than once every other year.
- 10.3.3 Individual objectives must be consistent with the educational and professional goals, objectives, and standards established by the YCOE for specific program to which the unit member is assigned.
- 10.3.4 If a formal observation of performance is used as an assessment technique, the unit member will be made aware of when the observation is to be conducted and by whom. The unit member should prepare for the observer(s) a brief outline of the activity to be observed, including purpose and desired result. This provision does not preclude non-scheduled and informal visitations and observations as additional useful assessment techniques.

10.4 PERSONNEL FILES

- 10.4.1 The employer shall not base any action against a unit member on materials which are not validly contained in the unit member's personnel file, with the exception of circumstances contemplated by Ed. Code § 44942 and 44939.

- 10.4.2 A unit member shall be provided any derogatory material placed in the unit member's personnel file. The unit member shall also be given five (5) working days to prepare a written response to such material. The written response shall be attached to the material.
- 10.4.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.
- 10.4.4 Persons who draft and place material in unit member's personnel file shall sign the material and signify the date on which material was drafted and placed in the file.
- 10.4.5 Access to personnel files shall be limited to the unit member and specified representatives and members of the YCOE on a need-to-know basis. The contents of all personnel files shall be kept locked and in the strictest of confidence. Each person who examines a personnel file must sign and date the form kept in the file for this purpose.
- 10.4.6 Derogatory material shall be sealed after four (4) years providing no incidents similar to those described in the derogatory materials have occurred since the date of the document.

10.5 PUBLIC CHARGES

- 10.5.1 If a unit member is to have a written complaint or public charge entered into his/her personnel file, that unit member shall have notice immediately of the complaint or charge and an opportunity to respond in writing before both materials are entered.
- 10.5.2 Further, the unit member may grieve the allegation to determine the validity of the complaint or charge. If proved untrue, it will be sealed.

10.6 PERSONAL AND ACADEMIC FREEDOM

- 10.6.1 The YCOE shall not inquire into, nor predicate any adverse action upon, a unit member's personal, political and organizational activities or preferences which do not have a direct bearing upon the unit member's classroom activities.
- 10.6.2 It is recognized and agreed that the welfare of the students is served through the introduction and open exchange of ideas, materials, and positions when a fair representation of both sides of an issue occurs.

10.7 TEST OF INTELLECTUAL OR EMOTIONAL FUNCTIONING

Bargaining unit members shall not be evaluated on the basis of administering test of intellectual or emotional functioning unless the unit member is credentialed to administer such test.

ARTICLE 11. EMPLOYEE SAFETY

- 11.1 SAFE WORKING CONDITIONS.** The Association and YCOE recognize the duty to provide a safe and healthy working environment. Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.
- 11.2 UNSAFE CONDITIONS DEFINED.** An “unsafe condition” may be a physical, structural or environmental condition which makes it unsafe for a unit member to work and/or instruct students.
- 11.3 ADDRESSING UNSAFE WORKING CONDITIONS.** When a unit member reports in writing a possible unsafe condition, the unit member and the site or program administrator, or designee, shall meet within five (5) work days to discuss the matter and to attempt to agree on whether the condition should be considered unsafe and, if so, upon corrective action. The unit member may be represented by an Association representative provided the representative is available when the meeting is scheduled, or is available at a mutually acceptable meeting time within five (5) days. If the administrator agrees that a condition should be considered unsafe and is not able to offer corrective action at the meeting, he/she shall provide a written response to the issue within ten (10) work days thereafter, including a time table for any corrective action offered.
- 11.4 DUTY TO REPORT CASES OF ASSAULT.** Unit members shall promptly report cases of assault and/or battery to their principal or other supervisor who shall immediately report the incident to the appropriate law enforcement authorities.
- 11.5 STUDENT REFERRALS.** When a unit member believes a student is threatening his/her safety, the unit member shall refer the student to the principal or other supervisor.

ARTICLE 12. PHYSICAL EXAMINATIONS

12.1 TUBERCULOSIS EXAMINATIONS. Examinations for tuberculosis will be required every four (4) years. Such examinations shall be paid for by the YCOE, provided the unit member receives the examination at a YCOE designated facility.

ARTICLE 13. TEACHING HOURS

- 13.1 UNIT MEMBER WORK DAY.** The parties recognize that a unit member's work day is determined by the professional responsibilities of their job and varies from day to day and from assignment to assignment as necessary. The unit member's work day shall be seven (7) hours exclusive of a duty-free lunch period. The unit member shall be on site not less than 30 minutes prior to their instructional assignment and leave no less than 15 minutes after student dismissal.
- 13.1.1 For Computation purposes in determining hours on leave or circumstances that affect pay warrant or fund distributions, the use of the Hourly Rate of Pay as defined in Article 3, Definitions, Section 3.1.6 will be in effect (per diem divided by 7).
- 13.2 FACULTY MEETINGS.** Faculty meetings shall be preceded by notice including an agenda for the meeting. Such notice and agenda shall provide reasonable opportunity for unit members to add items to the agenda. Faculty meetings shall include Department/Program meetings. No faculty meetings should be held past 3:30 p.m.
- 13.3 DUTY FREE LUNCH PERIOD.** All members of the bargaining unit shall have a duty-free lunch period of at least thirty (30) consecutive duty free minutes.
- 13.4 NON-TEACHING DUTIES.** Non-teaching duties are any duties which are required by the YCOE and which do not involve the instruction of students, exclusive of staff meetings referred to in this Article. Unit members are expected to perform such duties which may include, but are not limited to, parent meetings, participation in student clubs and activities, in-service workshops, Back-to-School Nights, Open House, attendance at IEP and SST Meetings.
- 13.4.1 Unit members will be compensated at their per diem rate for non-teaching duties beyond their work day that exceed ten (10) hours per year (pending prior approval). Members are responsible for notifying their supervisors when they have completed ten (10) hours of documented non-teaching duties. The ten (10) hours will be pro-rated based on FTE.
- 13.5 HOME INSTRUCTION.** Home instruction includes duties that are over and above the unit member's work day. Home instruction teachers are expected to perform instruction for a student in the home environment due to the student's inability to attend school because of a medical condition identified through the IEP process. The unit member will be compensated for the additional instructional time at the unit member's per diem rate and will also be compensated mileage to and from the student's home. The home instruction assignment will first be offered to the student's current teacher then offered to other qualified teachers. If no qualified unit member accepts the home instruction assignment the District may seek an external applicant.

ARTICLE 14. WORK YEAR

- 14.1 COUNTY OFFICE CALENDAR.** The length of the school term and holidays shall be consistent with the generally accepted practices of Yolo County School Districts. YCOE unit members shall work one hundred and eighty-two (182) days in any one (1) school year.
- 14.2 ROP WORK YEAR.** The work year for ROP staff shall include the number of assigned instructional days plus two (2).
- 14.3 SPEECH AND LANGUAGE WORK YEAR.** The work year for Speech and Language Therapists shall be one hundred and ninety-two (192) days in any one (1) school year beginning with the 2015-16 school year.

ARTICLE 15. NON-DISCRIMINATION

15.1 UNLAWFUL DISCRIMINATION PROHIBITED. The YCOE shall not discriminate except as is otherwise permissible in existing law against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in a unit member organization, or participation in the activities of a unit member organization in relation to the application or exercise of any and all rights, activities and/or interests guaranteed by the EERA, Government Code 3540 et seq. generally, and §§ 3540.1, 3543, 3543.2, 3543.5 specifically.

ARTICLE 16. CURRICULUM AND INSTRUCTION

- 16.1 DUTY TO CONSULT.** The YCOE agrees to consult with the Association during the term of this Agreement according to the requirements of Government Code 3543.2.
- 16.2 STUDENT DISCIPLINE POLICY.** The YCOE agrees to review student discipline policy with unit member input upon request of the Association.

ARTICLE 17. IN-SERVICE EDUCATION/STAFF DEVELOPMENT

- 17.1 IN-SERVICE NEEDS SOLICITED.** No later than the conclusion of each school year, the program manager shall solicit the in-service needs of unit members in determining in-service plans for the subsequent year.
- 17.2 LIMITATIONS ON REQUIRED IN-SERVICE.** If necessary, the program managers may require unit members to attend in-service workshops and training sessions; provided, however, such required programs shall be limited to ten (10) after school hours without pay per school year. If such training session or workshop is held outside a fifty (50) mile radius from the YCOE, travel time will be included within the ten (10) hours limit.
- 17.3 STAFF DEVELOPMENT.** Up to three staff development days shall be scheduled by the YCOE in addition to the required work days in accordance with Ed. Code § 44579—44579.4 and Title 5, California Code of Regulations, Division 1, Chapter 6.
- 17.3.1 The Yolo County Office of Education will be developing a smorgasbord of staff development.
- 17.3.2 Two members of the bargaining unit, to be selected by the Association, shall be members of the planning committee for Staff Development.
- 17.3.3 Attendance at staff development programs will be voluntary.
- 17.4 STAFF DEVELOPMENT STIPEND**
- 17.4.1 A stipend of \$225 per day shall be paid to unit members who qualify pursuant to the Staff Development Law (Education Code § 44579-44579.4 and Title 5, California Code of Regulations, Division 1, Chapter 6) including any amendments or additions to said law, and who participate in the YCOE staff development programs. The stipend may be received in one, two or three day increments.
- 17.4.2 The stipend is only available to unit members who actually attend and a unit member must attend a full seven hours of staff development to qualify for one day's stipend.
- 17.4.3 The Yolo County Office of Education will handle attendance and eligibility accounting for the stipend, however, each individual unit member must sign in when attending a staff development session at the beginning and the end of the session.
- 17.4.4 Stipends will be paid at the end of the fiscal year.
- 17.5 VERIFICATION PROCESS FOR TEACHERS (VPSS).** Upon approval, YCOE will reimburse the Verification Process for Teachers Special Settings (VPSS) registration fees, up to \$400 per tier for each core academic subject in their assignment, for which they have not met the NCLB highly qualified teacher requirements. The unit member may elect to purchase college units for column advancement.

ARTICLE 18. PART-TIME EMPLOYMENT STATUS

18.1 ED. CODE §§ 44922, 42724 AND GOV. CODE § 20815 BENEFITS

- 18.1.1 The unit member desiring to exercise this option must have reached the age of 55 prior to applying for reduction to part-time employment status.
- 18.1.2 The option of part-time employment is available only to those certificated staff members who have been employed in a position requiring certification for not less than ten (10) years of which the immediately preceding five (5) years were full-time employment.
- 18.1.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the employer.
- 18.1.4 Approval to participate in the part-time employment status is subject to the staff needs and requirements of the YCOE.
- 18.1.5 Approval for part-time employment status will be granted for a period of time not to exceed five (5) years.
- 18.1.6 The minimum part-time employment approved shall be the equivalent of one-half the number of days service required by the YCOE contract of employment for full-time employment.
- 18.1.7 Unit members who are granted part-time employment status shall be paid a salary which is the prorated share of the salary he/she would be earning had they not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payment would be required if they remained in full-time employment.
- 18.1.8 Unit members desiring to exercise this option will have STRS contributions that are required to be paid by the YCOE, paid on the salary the unit member would have received had they been in full-time employment. The unit member will be required to pay STRS contributions at the rate specified in the Education Code on the salary they would have received had they remained in full-time employment.
- 18.1.9 The unit member shall receive health benefits in the same manner as full-time employment.
- 18.1.10 This option is limited to certificated unit members in programs operated by the YCOE and assigned to age pre-kindergarten through grade 12 who do not hold positions with salaries above that of a principal.
- 18.1.11 Unit members desiring to exercise this option must notify the County Superintendent of their interest in reduction to part-time employment by submitting a letter of request not later than February 15 of the year preceding the requested change of part-time employment.

18.2 RETURN TO FULL TIME STATUS. Unit members who have been authorized to reduce from full-time position under the provisions of this article may return to full-time employment at the conclusion of the five (5) year limitation on such employment only by mutual consent of the unit member and the Superintendent.

18.3 SHARED CONTRACTS

18.3.1 Requests by current unit members employed on two (2) separate contracts to share one (1) contract must be made in writing to the Superintendent at least ten (10) weeks prior to the effective date of request.

18.3.2 The request shall set forth in detail the unit members to be involved, the contract to be shared, and the proposed effective date of the request.

18.3.3 Unless otherwise agreed in writing, unit members whose requests for shared contracts are approved, shall be granted a leave for that portion of their assignment being reduced to run concurrently with the shared contract agreement and shall be allowed to return to a full-time position at the conclusion of said shared contract.

18.3.4 Unless otherwise agreed in writing, unit members who share a contract shall share proportionately in the health benefits and leave benefits under that one (1) contract.

18.3.5 The decision to grant the request to share a contract is within the sole discretion of the Superintendent of the YCOE.

18.3.6 All such requests may be revoked by either of the parties, in writing, up to the time said requests are granted by the Superintendent.

18.4 OTHER PART-TIME EMPLOYEES

18.4.1 Any full-time certificated unit member desiring part-time employment must submit a request in writing to his/her immediate supervisor no later than May 1 of the school year preceding the effective date of the request.

18.4.2 The YCOE is not required to hire part-time unit members even if the unit member requests it.

18.4.3 Part-time unit members will be selected on the basis of seniority and on the needs of the program.

18.4.4 Persons selected for part-time employment will be notified no later than the end of the school year preceding the effective date of the request.

18.4.5 No full-time unit member may be required to become a part-time unit member if there is full-time employment available.

18.4.6 Any part-time unit member of twenty (20) hours or more is entitled to the number of sick leave days and health benefits proportionate to his/her employment if hired as part-time after July 1, 1982.

ARTICLE 19. SALARIES

19.1 SALARY.

19.1.1 Each employee shall receive a 2% one-time lump sum payment based on the unit member's current annual salary placement. Credentialed teachers shall receive a 1.5% COLA to the 2015-16 salary schedule effective July 1, 2016. (Appendix A)

19.1.2 Each employee shall receive a 2% one-time lump sum payment based on the unit member's current annual salary placement. Non-credentialed teachers shall receive a 1.5% COLA increase to the 2015-16 salary schedule effective July 1, 2016. (Appendix A.1)

19.1.3 Each employee shall receive a 2% one-time lump sum payment based on the unit member's current annual salary placement. Psychologists shall receive a 1.5% COLA increase to the 2015-16 salary schedule effective July 1, 2016. (Appendix B)

19.1.4 Each employee shall receive a 2% one-time lump sum payment based on the unit member's current annual salary placement. Nurses shall receive a 1.5% COLA increase to the 2015-16 salary schedules effective July 1, 2016. (Appendix C)

19.2 PRO-RATED SALARIES. All unit members who serve other than the required number of days as set forth in Section 14.1 for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.

19.3 SALARY FOR ONE SEMESTER. Unit members who serve for one full school semester shall receive not less than one half of the annual base salary for their position.

19.4 PAYROLL PERIODS. The payroll period shall be defined as monthly beginning with July 1 and ending June 30 for all certificated unit members hired before 1960. Payroll period for all unit members after 1960 shall be defined as monthly beginning with September 1 and ending August 31.

19.5 SALARY SCHEDULE PLACEMENT AND STEP ADVANCEMENT. Each school year the unit member shall be placed on the appropriate step in accordance with YCOE approved teaching experience. A unit member who has served on a full-time contract for seventy-five percent (75%) of the school year in the YCOE shall receive credit for that year's experience for salary schedule advancement purposes. Unit members on full year part-time contracts shall receive credit for that year's experience if they render seventy-five percent (75%) of the time required in their part-time agreement. Unit members shall normally receive credit for the year(s) of post graduate experience under a full-time contract in comparable positions to their proposed assignment. The maximum credit for out of YCOE experience shall not exceed fourteen (14) years. Initial step placement not higher than step 15.

19.5.1 The above provisions regarding maximum credit shall be implemented commencing July 1, 2017. Those employees who would have been on a higher step for 2017-18 if this provision had been in effect when they were hired, shall be placed on the correct step pursuant to these provisions for the 2017-18 school year. No adjustments in pay shall be made for any years prior~~203~~ 2017-18.

19.5.2 Unit members who resign from YCOE employment and are reinstated within 39 months shall be placed on the same step of the salary schedule they would have been on had they not resigned.

19.6 SALARY SCHEDULE PLACEMENT AND COLUMN ADVANCEMENT. College units. A college unit is one (1) semester unit. Three (3) quarter units equal to two (2) semester units. Guidelines for acceptance of units:

19.6.1 Accredited upper division and graduate college units applied toward an academic major or minor will be accepted for advancement on the salary schedule. Extension courses related to the area of assignment responsibility will be accepted for advancement on the salary schedule.

19.6.2 Lower division courses should be a part of an educational goal, and/or be of material value to the unit member in professional growth. Credit for lower division courses must be approved by the Professional Advancement Committee (PAC). College Catalog identification will determine lower and upper division.

19.7 SALARY SCHEDULE CREDIT FOR IN-SERVICE. In-Service Training, Workshops. Credit will be evaluated on the basis of one (1) semester unit for fifteen (15) hours of service in one subject area, within a school year. Request for approval of in-service credit must be submitted within the school year in which it is taken. Unit credits earned in workshop or in-service participation may not be accepted by other districts for placement on their salary schedule. No in-service credit will be allowed if the cost of the units is to be borne by the YCOE.

19.8 PROCEDURE FOR COLUMN CHANGE. Classification Change on Salary Schedule. Unit members must file request for classification change by February 20th. All work must be completed and verified by September 1st. All verified salary adjustments will be effective on the September 30 payroll. The combination of college units and equivalent units required for teachers to move up in salary classification follow:

	College Units (Minimum)	Equivalent Units (Maximum)	TOTAL
Class I to II	9	6	15
Class II to III	9	6	15
Class III to IV	6	9	15
Class IV to V	3	12	15

19.9 CREDIT FOR MASTER TEACHERS. Student Teachers-Two (2) units of In-service will be allowed to master teachers training student teachers. However, no more than six (6) credits will be granted for every fifteen (15) units taken to move across the salary schedule. Individual teachers will receive no payment made for student teachers, if the two (2) units of credit are claimed.

19.10 PRIOR APPROVAL AND VERIFICATION OF COMPLETION.

Each teacher is responsible for:

19.10.1 Obtaining prior approval for lower division course or in-service training.

- 19.10.2 Verifying completion of all work by submitting transcripts, grade cards, or written verification by the instructor.
- 19.10.3 Filing request for change in salary classification each time one is due.
- 19.10.4 Obtain approval for summer work in lower division courses or workshops by May 15th of the school year.
- 19.11 INCORRECT SALARY PLACEMENT.** Errors in the current salary schedule placement made by the YCOE shall only be corrected during the fiscal year in which they are discovered upon proof that the error has been made. Such corrections shall only apply to the current fiscal year.
- 19.12 STAFF COORDINATOR DUTIES.** Staff coordinator duties will be determined jointly by the program managers and the staff and will be so specified in a written job description that is acceptable to the staff within the program.
- 19.13 STAFF COORDINATOR STIPEND.** Staff Coordinators will be paid as set forth in the salary schedule for each year for performing staff coordinating duties as defined in the job description specifying duties to be performed. Salary paid for staff coordinating duties will be in addition to salary paid for regular teaching duties according to placement on the current teachers' salary schedule. Any assigned staff coordinator working in excess of the regular duty days determined by the school calendar will receive additional salary based on the amount set forth for staff coordinators and pro-rated on a daily number of days specified on the calendar. The YCOE reserves the right to determine the need for staff coordination requirement.
- 19.14 CREDIT FOR ADVANCED DEGREES.** Masters Degree increment shall be salary schedule placement plus one thousand dollars (\$1,000.00). Earned Ph.D. or Ed.D. increment shall be one thousand dollars (\$1,000.00).
- 19.15 CERTIFICATED NURSE.** The salary schedule for unit nurses is contained in Appendix C.
- 19.16 PSYCHOLOGIST.** The salary schedule for unit psychologists is contained in Appendix B.

ARTICLE 20. EMPLOYEE TRAVEL

- 20.1 MILEAGE RATE OF REIMBURSEMENT.** Unit members who may be requested to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the applicable rate, per the Superintendent's Travel and Conference policy, for all driving done between the first location of their work day and the location of their last assignment.
- 20.2 MILEAGE FROM LAST ASSIGNMENT.** If travel is required beyond the location the unit member would normally travel to return home, the unit member will be reimbursed for the mileage from the last location to the first.

ARTICLE 21. EMPLOYEE BENEFITS

21.1 EMPLOYEES AND DEPENDENT INSURANCE COVERAGE. YCOE will offer a plan of insurance which includes medical, dental and vision insurance. Changes in carriers or providers shall be subject to negotiations between the parties. The following are the health care providers:

21.1.1 Health Insurance - Unit members may select one (1) of the following health insurance plans:

21.1.1.a Western Health Advantage

21.1.1.b Kaiser

21.1.2 Dental Insurance - Unit members shall be offered Delta Dental.

21.1.3 Vision Insurance - Unit shall be offered Vision Service Plan.

21.1.4 Life Insurance (\$25,000) – Mandatory enrollment for all unit members.

21.2 PAID BENEFITS--FULL-TIME EMPLOYEES. YCOE will contribute up to \$672 monthly for 12 months (\$8.064 annually) per full-time unit member towards the cost of health and welfare benefits as provided in 21.1 commencing July 1, 2017.

21.3 DURATION OF BENEFITS. The benefits provided in this Article shall remain in effect during the term of this Agreement.

21.4 ELIGIBILITY. Unit members subject to this Agreement who are contracted to work twenty (20) hours or more per week are eligible to receive the health and welfare benefits as those provided for full-time unit members, on a prorated basis. Unit members hired on or before January 18, 1982 will be grandfathered under old provisions which provided for \$327 monthly if the employee worked half time or more, \$130.80 monthly if the employee worked 40 percent and \$115.40 if the employee worked 20 percent.

21.5 EMPLOYEE BENEFIT PAYMENTS DURING LEAVE OF ABSENCE

21.5.1 The YCOE shall contribute its contribution towards insurance premiums while the eligible unit member is on paid leave status.

21.5.2 Unit members on YCOE approved, non-paid leaves of absence of more than thirty (30) calendar days may elect to continue coverage for themselves (and dependents) by mailing the entire monthly premium payment, required for coverage, made payable to the Yolo County Office of Education and submitted to the business office.

21.5.3 The unit members (and dependents) insurance coverage, under the YCOE's master insurance contracts(s), shall be canceled under the following:

21.5.3.1 The leave expires and the unit member does not return to active duty.

21.5.3.2 A required premium payment is not received in the business office by the 30th of the month preceding the month when coverage is desired.

21.6 PROPERTY DAMAGE. The YCOE shall reimburse unit members for any loss, damage, or destruction of personal equipment up to a maximum of two hundred dollars (\$200.00) provided that such personal equipment has been approved for use by the appropriate program manager or immediate supervisor prior to such loss, damage, or destruction.

21.7 ADDITIONAL HEALTH INSURANCE PLANS. The YCOE may provide additional health insurance plans.

21.8 RETIREE'S HEALTH BENEFITS.

21.8.1 New bargaining unit employees hired after July 1, 1994, shall not be eligible for continuation of hospital and medical insurance premium payments pursuant to former AR 4117.1/4217.1 after retirement, however they shall have all rights to which they are entitled under COBRA.

21.8.2 There shall be no change in retiree health benefits existing on June 30, 1994 for bargaining unit employees employed the Yolo County Superintendent of Schools prior to or on that date by terms of this Agreement.

21.8.3 The terms of this Agreement shall supersede any provisions of AR 117.1/4217.1 which are inconsistent with this Agreement.

ARTICLE 22. LEAVES

- 22.1 SICK LEAVE.** Every unit member shall be entitled to one (1) day of paid sick leave for each month of duty, including extended year employment.
- 22.1.1 At the beginning of each school year every unit member shall receive a sick leave allotment credit, equal to his sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year.
- 22.1.2 Unused sick leave shall be accumulated without limit. Unit members new to the YCOE shall be entitled to transfer their accumulated sick leave to the YCOE upon confirmation of employment. This transfer of sick leave is only School District or from another California County Office of Education.
- 22.1.3 Each unit member must be employed on or before the tenth (10th) day of the month in order for that month to be counted in computing sick leave.
- 22.1.4 If a certificated person is employed after the beginning of the school year or on a part-time probationary basis, the days of sick leave are prorated.
- 22.1.5 The YCOE shall provide each unit member with a written statement of his/her accrued sick leave total when requested.
- 22.1.6 After all days of sick leave have been taken, the unit member shall receive the difference, for a period not to exceed five (5) school months, between his/her regular salary and that actually paid to a substitute or if no substitute was employed, the amount which would have been paid to the substitute had he/she been employed. In no case shall the deduction exceed fifty percent (50%) of the unit member's daily pay. Available sick leave benefits will end when the physician of the unit member certifies that the unit member's disability no longer exists. The YCOE may require a physical exam of the unit member to verify the degree of disability.
- 22.1.7 When a unit member exhausts all available sick leave and continues to be absent beyond the five-month period set forth in Section 22.1.6 and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for 24 months if the employee is probationary, or 39 months if the employee is permanent, commencing at the end of the five months. When the employee is medically able, during those periods, the employee shall be returned to a position for which he/she is certificated and qualified.
- 22.1.8 The YCOE may require a doctor's verification of any absence that is of a recurring nature. Certification from the doctor of an illness may be required by the Personnel Office when the illness exceeds three (3) consecutive workdays. Certification from the doctor of an illness may also be required by the YCOE when a unit member requires more than twenty (20) days of sick leave in any school year. The YCOE will submit a letter to the unit member who has used excessive sick leave that a doctor's verification will be required for further absences. Additionally, the YCOE reserves the right to refuse payment of sick leave benefits where there is cause to suspect abuse or misuse.

22.1.9 The unit member shall notify the YCOE of his/her intent to return from sick leave prior to the end of the regular work day. The unit member who fails to provide this notice shall not be allowed to return to service and shall have an additional day of sick leave charged.

22.2 MATERNITY/PATERNITY/ADOPTION LEAVES

22.2.1 A unit member who must be absent from duty because of disability as a result of pregnancy, miscarriage, childbirth and recovery therefrom is eligible for leave which shall be taken from available sick leave and family illness leave. Disabilities of this nature shall be treated as such under any health plan available in connection with employment.

22.2.2 A unit member who is adopting a child shall be entitled to use up to five (5) days of available sick leave or family illness leave for the purpose of caring for the needs of the adopted child.

22.2.3 A male unit member shall be entitled to use up to five (5) days of available sick leave or family illness leave to care for his child or the mother of his child at the time of birth.

22.2.4 A unit member does not have to be married in order to qualify for the benefits provided in subparagraphs 22.2.3 and 22.2.4, above.

22.2.5 Upon request, the YCOE may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect no longer than the end of the second semester following the birth or adoption of the child. A unit member shall notify the YCOE that he/she desires to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

22.2.6 The YCOE shall not do any of the following solely because of a unit member's pregnancy, paternity leave or child adoption leave:

22.2.2.1 Refuse to hire or employ;

22.2.2.2 Bar or discharge from employment;

22.2.2.3 Bar from training programs, reassignment or promotion;

22.2.2.4 Discriminate against in compensation or in terms, conditions, or privileges of employment.

22.3 IMMEDIATE FAMILY SICK LEAVE. A unit member shall be entitled to use up three (3) days of his/her sick leave per school year in the case of illness or injury of a member of the immediate family when the presence of the unit member is necessary. These days shall be deducted from the unit member's regular sick leave allocation.

22.3.1 Such days of leave are not cumulative.

22.4 PERSONAL FAMILY ILLNESS LEAVE. Each employee shall be entitled to one day of paid leave each school year to be used only in the case of illness or injury of a member of the employee's personal family when the presence of the employee is necessary. Such leave shall not be charged to the employee's sick leave and shall not be cumulative. The employee's personal family is defined to include employee's spouse, children, or any relative of either spouse living in the employee's home.

22.5 BEREAVEMENT LEAVE

22.5.1 Every unit member shall be entitled to three (3) consecutive days of paid leave of absence on account of the death of any member of his/her immediate family. Where travel of more than two hundred (200) miles, one way, from the unit member's home is required, the unit member shall be entitled to no more than six (6) consecutive days of paid leave. Immediate Family - The mother, father, step-parent, grandfather, grandmother, grandchild of the unit member or of the spouse of the unit member, spouse, son, son-in-law, daughter, daughter-in-law, step child, brother or sister of the unit member or spouse, or any relative living in the immediate household of the unit member, or any other close family member as approved by the unit member's supervisor.

22.5.2 This leave shall not be deducted from sick leave.

22.5.3 The YCOE shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

22.5.4 For verification, a signed statement of the unit member identifying the family relationship of the deceased on the Absence Request Form will suffice; except in unusual cases where the YCOE may require additional verification of the unit member.

22.6 INDUSTRIAL ACCIDENT OR INJURY AND ILLNESS LEAVE. An industrial accident or illness as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the YCOE. Unit members shall be required to use available sick leave for temporary disabilities until determination is made by the claims administrators that the claim is a valid one. Sick leave shall be reinstated upon determination of a valid worker's compensation claim.

22.6.1 A unit member, upon the first day of service, shall be entitled to an industrial accident or industrial illness leave of absence, no more than sixty (60) working days of paid leave in any one (1) fiscal year for the same accident.

22.6.2 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one (1) day for each day of authorized absence. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the YCOE shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as a result of an industrial accident or illness. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

- 22.6.3 The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary. During any paid leave of absence, the unit member shall endorse to the YCOE the temporary disability indemnity checks received on account of his/her industrial accident or illness. The YCOE, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 22.6.4 Upon termination of the industrial accident or illness leave, a unit member shall be entitled to the sick leave benefits provided, and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the unit member continues to receive temporary disability indemnity, he/she is entitled to take only as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.
- 22.6.5 A unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the YCOE.
- 22.6.6 Allowable industrial accident and illness leave shall not be accumulated from year to year.
- 22.6.7 When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office or the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in the Agreement shall be provided by the YCOE.
- 22.6.8 In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be examined and treated, if necessary, by a physician approved and paid for by the YCOE's industrial accident insurance carrier.
- 22.6.9 A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well-being.
- 22.6.10 The YCOE's report of an industrial accident or illness shall be kept on file in the Personnel Office.
- 22.6.11 Under no circumstances shall the unit member receive more compensation during industrial accident and illness leave than the unit member should be entitled to if working.
- 22.7 PERSONAL BUSINESS LEAVE.** Each employee shall be entitled to three (3) days in total of paid leave annually for the purpose of conducting personal business, which can be taken in half day or full day increments. Such days shall not be deducted from sick leave.

22.8 PERSONAL NECESSITY LEAVE

22.8.1 Any days of absence for illness or injury allowed pursuant to Education Code § 44981, not in excess of seven (7) days, may be used by the unit member, at his/her election, in case of personal necessity. Personal necessity leave may with prior approval of the Superintendent or designee requested not less than three (3) workdays in advance (not required for 1 through 6 below) be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off duty hours, including but not limited to the following:

22.8.1.1 death of a member of his/her immediate family;

22.8.1.2 accident, involving his/her person or property, or the person or property of a member of his/her immediate family;

22.8.1.3 appearance in court as a litigant, or as a witness under an official order;

22.8.1.4 verified emergencies which were beyond the control of the individual;

22.8.1.5 inability to get to the unit member's assigned place of duty because of circumstances beyond his/her control;

22.8.1.6 traditionally recognized religious holidays or observances.

22.8.2 At the unit member's request, the Superintendent or designee may grant personal necessity leave for reasons other than the ones listed above.

22.9 STUDY LEAVE

22.9.1 A unit member may, after three (3) continuous years of employment with the YCOE, be granted an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

22.9.2 A unit member shall apply to the YCOE for such leave no later than ten (10) weeks before its anticipated commencement.

22.9.3 The unit member shall notify the YCOE sixty (60) calendar days prior to the ending date of the leave of his/her intent to return to service.

22.10 IN-SERVICE LEAVE. A unit member shall be entitled to four (4) days of paid leave each school year for the purpose of improving his/her performance. With the Program Manager's approval, such leave may be used to visit classes in other schools or to attend workshops related to his/her performance. Agreement as to specific application of this provision shall be worked out by the Program Manager and the unit member.

22.11 SUBPOENA LEAVE

22.11.1 Subpoena leave is provided when a unit member is absent because of a mandatory court appearance as a witness, but not as a litigant; response to a subpoena duly served. A unit member shall suffer no monetary loss by reason of this service, but shall receive that portion of his/her salary which represents the difference between fees paid by the court, or by the party requiring the appearance, and his/her regular salary.

22.11.2 A copy of the subpoena or a certificate from the clerk of the court and a report of fees received, exclusive of mileage shall be filed with the absence report in the Personnel Office.

22.11.3 The claim for leave will be supported by a copy of the subpoena or order of the court.

22.12 JURY LEAVE. Unit members may be absent from YCOE assignments to serve as jurors without loss of pay. Fees (exclusive of mileage) paid unit members to serve as jurors shall be turned over to the YCOE business department.

22.13 ASSOCIATION LEAVE. The Association shall have a total of ten (10) workdays of paid leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. Such representatives shall be excused from school duties upon two (2) workdays advance notification to the Assistant Superintendent and the Program Manager. All costs except for salary shall be absorbed by the Association. Additional days may be granted at the discretion of the Assistant Superintendent and the Program Manager.

22.14 MILITARY LEAVE. Military leave is considered a leave with pay not to exceed thirty (30) calendar days, when called to military duty.

22.15 MISCELLANEOUS LEAVE.

22.15.1 Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to (1) return to a position comparable to that which he/she held immediately before commencement of the leave; (2) receive credit for annual salary increments provided during his/her paid leave; (3) receive, during his/her leave, all other unit member fringe benefits, including, but not limited to, insurance and retirement benefits.

22.15.2 Personal leaves may be granted for, but not limited to, health restoration and travel after the unit member has worked three (3) continuous years for the YCOE.

22.15.3 Unit members on any unpaid leave of absence may continue fringe benefits under the group plan by submitting the premiums to the YCOE by a date(s) agreed to by the YCOE and the unit member.

22.16 SABBATICAL LEAVE. Sabbatical leave may be awarded at the sole discretion of the Superintendent. The qualifications and procedures for sabbatical leave shall be as determined in Education Code §§ 44966 through 44973. The salary for those approved for leave shall be fifty percent (50%) of their placement on the salary schedule.

22.17 NOTIFICATION AND ABSENCE FORMS. Employees utilizing the provisions of Section 22.2, 22.3, 22.4, 22.5, 22.8.1, 22.11, and 22.12 shall notify the substitute caller no later than 7:30 a.m. on the first day of leave or as soon as the need for leave is known by the employee. The notification shall include the type of leave being taken and the probable duration of the leave. The employee shall notify the personnel secretary if the duration of the leave must be lengthened or shortened no later than 2 p.m. on the regular workday prior to the day the employee wishes to return. The unit member who fails to provide this notice shall not be allowed to return to service on that date and shall have an additional day of leave charged. Absence request forms shall be submitted on return to work and shall be received by the department secretary within three workdays of return to work.

22.18 ABUSE OF LEAVE. YCOE may request verification of reasons for any absence if there is reason to believe there has been abuse of leave. YCOE shall specify to the unit member the reason for questioning of the use of leave.

ARTICLE 23. EFFECTS OF LAYOFF

23.1 LAY-OFF PROCEDURE. When the YCOE proceeds with a layoff and/or reemployment in accordance with the statutory requirements or Education Code § 44955, et seq., the below provisions shall apply.

23.1.1 **Notice to the Association.** Within seven (7) calendar days of the YCOE adoption of the required Resolution the YCOE shall notify the Association in writing of this action.

23.1.2 Upon written request from the Association, the YCOE shall provide the Association, as soon as it is available, with a list of the positions to be eliminated.

23.2 ENTITLEMENT OF LEAVE AND FRINGE BENEFITS

23.2.1 Each noticed unit member who has utilized his/her allowable Personal Necessity Leave may apply to the Superintendent for up to two (2) additional days of paid leave, to be deducted from sick leave, for securing other employment.

23.2.1.1 The request for additional leave must include a statement of need regarding the time and date of the leave.

23.2.2 A laid-off unit member shall be entitled to district-paid fringe benefits through September following his/her layoff.

23.3 REASSIGNMENTS RESULTING FROM LAY-OFF. Transfers and reassignments, due to effects of layoff, shall be pursuant to Article 9 of the Agreement.

23.4 RE-EMPLOYMENT RIGHTS FOLLOWING LAY-OFF. The YCOE shall periodically mail to the Association a list of existing vacancies for unit members with a list of the names of those people filling vacancies, and copies of notices sent to laid off unit members.

23.4.1 Criteria for determining the order of layoff and reemployment of unit members having the same seniority date shall include:

- 23.4.1.1 area of credential
- 23.4.1.2 flexibility for staffing because of multiple credentials
- 23.4.1.3 major and minor fields of study
- 23.4.1.4 experience in subject area of credential
- 23.4.1.5 excellence of evaluation
- 23.4.1.6 affirmative action
- 23.4.1.7 extra-duty capability

23.4.2 The YCOE shall place returning unit members in comparable positions held at the time of layoff.

- 23.5 SUBSTITUTE SERVICE.** If, in any school year, the laid-off unit member serves as a substitute in any position requiring certification for any twenty-one (21) school days or more, within a period of sixty (60) school days, the compensation such employee received for substitute service in that sixty (60) day period, including his/her twenty (20) days of substitute service, shall not be less than the amount he/she would receive if he/she were being reappointed. The YCOE may not terminate such an employee to avoid paying the regular rate of pay.
- 23.6 STATUTORY GUARANTEES.** Nothing above shall preclude the YCOE's moving according to statutory time lines for layoff and shall satisfy the YCOE's obligation to bargain this topic during the term of this Agreement.

ARTICLE 24. MISCELLANEOUS PROVISIONS

- 24.1 INDIVIDUAL CONTRACTS.** Any individual contract between the YCOE and an individual unit member executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 24.2 COPIES OF AGREEMENT.** Within sixty (60) calendar days after Agreement by both parties herein the employer shall have copies prepared and delivered to the Association for distribution to each member of the Yolo Education Association.
- 24.3 ARBITRARY APPLICATION PROHIBITED.** The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 24.4 UNIT MEMBER RESIGNATIONS.** A unit member's notification to the YCOE that he/she intends to resign shall remain revocable until such time as the YCOE officially notifies the unit member that his/her resignation is accepted.
- 24.5 COMMITTEE FOR SPECILIZED HEALTH PROCEDURES.** A committee shall be established to deal with issues of specialized health procedures and levels of training. Members of the committee shall be one administrator, one teacher and one nurse. The teacher and the nurse to be selected by YEA.

ARTICLE 25. SAVINGS

25.1 SEVERABILITY AGREEMENT. If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction or legislative action to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE 26. SUPPORT OF AGREEMENT

- 26.1 STRIKES PROHIBITED.** It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the YCOE by the Association, its officers, agents, or members during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 26.2 RESPONSE TO VIOLATIONS OF 26.1.** The Association and the YCOE recognize the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all unit members to do so.
- 26.2.1 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the YCOE.
- 26.2.2 It is understood that in the event this Article is violated the YCOE shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in YCOE policy from any unit member and/or the Association.
- 26.2.3 It is further understood that compliance with this Article does not preclude the right of any unit member to file a grievance.
- 26.2.4 It is understood and agreed that any unit member and/or the Association shall not be bound by the express conditions of this Article in the event the YCOE fails to abide by or implement a final and binding arbitration's award.

ARTICLE 27. TERM OF AGREEMENT

- 27.1 EXPIRATION OF AGREEMENT.** The term of this agreement shall be for three years, from July 1, 2015 through June 30, 2018.
- 27.2 REOPENERS.** During each interim year of this Agreement each party may reopen negotiations on salary, health benefits, and two additional Articles.

ARTICLE 28. PARAEDUCATOR SUPPORT

28.1 PARA-EDUCATORS. YEA and YCOE recognize the importance of cooperation and positive working relationships between teachers and paraeducators in the classroom setting.

28.1 If a new paraeducator is being hired, the unit member with whom the paraeducator will be working will be invited to participate on the interview panel.

28.2 If an existing paraeducator is granted a voluntary transfer or is involuntarily transferred, the unit member shall, upon request, be granted the opportunity to meet with the paraeducator with whom they will be working. The purpose of the meeting will be to discuss classroom procedures and student issues prior to starting work in the classroom. The site administrator shall have the opportunity to attend the meeting.

ARTICLE 29. DISCIPLINE

29.1 GENERAL.

- 29.1.1 A “work day” for the purpose of this Article is defined as any day when the YCOE Office is open.
- 29.1.2 The YCOE may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for up to fifteen (15) working days. Discipline for purposes of this article shall not include dismissal or suspension for more than fifteen (15) work days.
- 29.1.3 This Article shall not restrict the YCOE’s authority to pursue disciplinary action pursuant to the Education Code or reduce any of the statutory rights of probationary or permanent unit members relating to suspension of more than fifteen (15) work days or dismissal. Disciplinary action taken pursuant to the Education Code and/or this Article is not subject to the grievance process set forth in Article 7 of this Agreement except as stated below.
- 29.1.4 Bargaining unit members have the right to Association representation in all matters relating to unit member discipline.
- 29.1.5 The affected unit member may waive any of the review meetings by written notice to the appropriate administrator and/or the formal hearing by failing to file a request for hearing by the deadline.

29. 2. PROGRESSIVE DISCIPLINE.

- 29.2.1 The following progressive discipline procedures will be applied except where the YCOE determines the serious nature of the offense requires the YCOE to bypass such steps to directly impose a written warning, written reprimand, or suspension without pay.
- 29.2.2 Verbal Counseling/Warning.
- The YCOE shall first issue a verbal counseling/warning before imposing further discipline, except as stated in Section 29.2.1 above. Verbal counseling/warning may result in a post-conference summary memorandum which shall be placed in the evaluator’s site file.
- 29.2.3 Written Warning.
- The YCOE may issue a written warning only if the unit member has been first given a verbal warning involving similar misconduct pursuant to Section 29.2.2 above, except as stated in Section 29.2.1 above. The written warning shall be placed in the evaluator’s site file.

29.2.4 Written Reprimand.

The YCOE may issue a written reprimand only if the unit member has been first given a verbal warning and written warning involving similar misconduct pursuant to Sections 29.2.2 and 29.2.3 above, except as stated in Section 29.2.1 above. The unit member shall have an opportunity to respond within ten (10) working days before the written reprimand is placed in the unit member's personnel file.

29.2.5 Suspension without Pay.

The YCOE may suspend a unit member without pay for up to fifteen (15) work days if the unit member has been first given a verbal warning, written warning, and written reprimand involving similar misconduct pursuant to Sections 29.2.2, 29.2.3, and 29.2.4 above, except as stated in Section 29.2.1 above. In all instances, however, the length of a suspension will relate to the severity of the action.

29.2.6 Grievability.

Sections 29.2.3 to 29.2.4 shall be grievable only to the extent that the steps of the progressive discipline process were appropriately adhered to.

29.3. NOTICE.

29.3.1 Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

29.3.1.1 A statement of the specific acts or omissions upon which the action is based.

29.3.1.2 A statement of the cause(s) for which action is recommended.

29.3.1.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated.

29.3.1.4 Penalty proposed and effective date.

29.3.1.5 Copies of the documentary evidence upon which the recommendation is based.

29.3.1.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to Article 29.5.1 below.

29.4 ADMINISTRATIVE LEAVE.

In the event a unit member is placed on administrative leave without advance notice, a notice stating the reasons upon which the administrative leave is based will be sent by the YCOE to the unit member by certified mail addressed to the unit member's last known address, within five (5) work days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

29.5 APPEAL.

- 29.5.1 Only suspensions without pay may be appealed by filing a written appeal to the Superintendent within seven (7) calendar days after service of the written Notice of Suspension. Upon receipt of the appeal, the Superintendent shall contact the California Office of Administrative Hearings to schedule a hearing by an Administrative Law Judge. The appeal shall not be subject to the grievance procedure.
- 29.5.2 If no hearing is requested by the deadline, the Superintendent may implement the Notice of Suspension.

29.6 HEARING PROCEDURE.

The appeal and hearing procedures are:

- 29.6.1 The unit member and the Association shall receive written notice of the hearing date at least ten (10) work days prior to the date of the hearing.
- 29.6.2 The unit member shall have the right to be represented at the hearing by the Association or another representative (who may be an attorney).
- 29.6.3 The Administrative Law Judge shall hold, conduct, and complete the hearing within forty-five (45) calendar days of receipt of the appeal filed by the Superintendent except by mutual agreement of the YCOE and the Association. The hearing shall not be conducted subject to the Administrative Procedures Act (Govt. Code sections 11500, *et seq.*) or technical rules of evidence. Any relevant evidence may be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient alone to support a finding unless it would be admissible over objection in a civil action.
- 29.6.4 The Administrative Law Judge may also consider a claim that immediate imposition of the suspension was not justified.
- 29.6.5 Each party shall have the opportunity to present witnesses and documentary evidence and to cross-examine witnesses presented by the other party. Each party may present closing argument or submit written briefs at the discretion of the Administrative Law Judge.
- 29.6.6 The burden shall be on YCOE to demonstrate that the discipline is based on just cause.
- 29.6.7 The Administrative Law Judge shall issue a proposed written decision which shall include findings of fact, conclusions and a determination of the appropriate penalty. The Superintendent may adopt or reject the proposed decision or remand the matter for further hearing. The Superintendent's decision shall be final and implemented immediately.

29.6.8 The cost of the Administrative Law Judge and court reporter, if any, shall be borne by YCOE. Any additional costs of the Association's or employee's participation shall be borne by the Association, including any costs for a transcript of the proceeding.

29.7 CONFIDENTIALITY.

All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law.

ARTICLE 30. CATASTROPHIC LEAVE

30.1 DEFINITIONS

For the purposes of this section the following terms are defined as follows:

- 30.1.1 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.
- 30.1.2 “Eligible leave credits” means sick leave accrued to the donating employee.
- 30.1.3 “Employee’s family” means the employee’s spouse, children, parents, or any relative of either spouse living in the employee’s home.

30.2 CREATION

The Association and the YCOE agree to create a Catastrophic Leave Bank in accordance with Education Code § 44043.5.

The Catastrophic Leave Committee shall be comprised of the Human Resources Director, the Association President or designee and a YCOE administrator.

Participation as a donor is voluntary and confidential. To ensure that unit members retain sufficient accrued sick leave to meet their own needs, unit members donating to the leave bank must maintain a minimum of 49 hours of accumulated sick leave.

Donations of sick leave shall be at a minimum of eight (8) hours and in one hour increments thereafter, not to exceed 24 hours per request. All transfers of eligible leave credits are irrevocable.

30.3 ELIGIBILITY AND USE

A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits by submitting a request to the Human Resources Director. In making such a request, the unit member or designee of the unit member shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.

Upon determination by the Catastrophic Leave Committee that the unit member’s request for Catastrophic Leave has been approved, the Human Resources Director shall send a notice to the Association President confirming the approval. The Association President shall make a request for donations from the unit members. Unit members may donate accrued sick leave credit to the requesting unit member by submitting the appropriate form to the Human Resources Director.

Leave Bank days may not be used for any mental stress related illness or for coverage of any absences for which the unit member has applied for Workers’ Compensation.

The unit member who is the recipient of the donated leave credits shall use those credits within 12 consecutive months. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible unit member who requests and qualifies for catastrophic leave.

30.4 This section will not be subject to Article 7 Grievance Process.

SIGNATURES

FOR THE SUPERINTENDENT:

Margie Valencia

DATE: 6/7/17

FOR THE ASSOCIATION:

Head M.

DATE: 6/7/17

YOLO COUNTY OFFICE OF EDUCATION CERTIFICATED BARGAINING UNIT

182 Staff Days

2016/17

STEP	<AB+30 CLASS 0	AB+30 CLASS I	AB+45 CLASS II	AB+60 CLASS III	AB+75 CLASS IV
1	44,096	45,418	46,781	48,185	49,629
2	45,418	46,781	48,185	49,629	51,118
3	46,781	48,185	49,629	51,118	52,652
4	48,185	49,629	51,118	52,652	54,231
5	49,629	51,118	52,652	54,231	55,860
6	51,118	52,652	54,231	55,860	57,534
7	52,652	54,231	55,860	57,534	59,261
8	54,231	55,860	57,534	59,261	61,039
9	55,860	57,534	59,261	61,039	62,870
10	57,534	59,261	61,039	62,870	64,756
11	59,261	61,039	62,870	64,756	66,698
12	61,039	62,870	64,756	66,698	68,699
13	62,870	64,756	66,698	68,699	70,761
14	64,756	66,698	68,699	70,761	72,883
16			70,761	72,883	75,069
18			72,883	75,069	77,322
20			75,069	77,322	79,641
22					82,031
24					84,492

ADDITIONAL COMPENSATION INFORMATION

MA/MS STIPEND: \$1,000

Ph.D./ Ed.D. STIPEND: MA/MS STIPEND PLUS \$1,000

STAFF COORDINATOR: \$3,053 PER SCHOOL YEAR

IRS SECTION 125 TAX DEDUCTION FOR HEALTH BENEFITS

Reflects 1.5% over 2015-16

5/8/2017

Appendix A

**YOLO COUNTY OFFICE OF EDUCATION
CERTIFICATED BARGAINING UNIT
NON-CREDENTIALLED**

182 Staff Days

2016/17

STEP	<AB+30 CLASS 0	AB+30 CLASS I	AB+45 CLASS II	AB+60 CLASS III	AB+75 CLASS IV
1	42,816	42,817	43,231	43,440	44,623
2	42,817	42,818	43,233	44,411	46,484
3	42,818	42,819	44,200	46,265	48,343
4	42,819	43,776	46,042	48,114	50,203
5	43,776	45,601	47,886	49,966	52,062
6	45,601	47,425	49,726	51,816	53,921
7	47,425	49,250	51,566	53,664	57,392
8	49,250	51,073	53,408	55,609	59,206
9	51,073	52,898	55,342	57,366	61,116
10	52,898	54,812	57,094	59,217	63,023
11	54,812	56,546	58,936	63,023	64,935
12	56,846	58,372	60,774	64,935	66,847
13	58,372	60,192	62,616	66,847	68,755
14	60,192	62,019	64,461	68,755	70,664
16			68,755	70,664	72,576
18			70,664	72,576	74,484
20			72,576	74,484	76,433
22					78,419
24					80,461

ADDITIONAL COMPENSATION INFORMATION

MA/MS STIPEND: \$1,000

Ph.D./ Ed.D. STIPEND: MA/MS STIPEND PLUS \$1,000

IRS SECTION 125 TAX DEDUCTION FOR HEALTH BENEFITS

Reflects 1.5% over 2015-16

6/13/2016

Appendix A1

**YOLO COUNTY OFFICE OF EDUCATION
PSYCHOLOGISTS ONLY**

192 Staff Days

2016/17

STEP	<AB+30 CLASS 0	AB+30 CLASS I	AB+45 CLASS II	AB+60 CLASS III	AB+75 CLASS IV
1	59,380	59,381	59,383	59,385	60,711
2	59,381	59,383	59,385	60,711	63,241
3	59,383	59,385	60,711	63,241	65,773
4	59,385	60,711	63,214	65,773	68,302
5	60,711	63,241	65,773	68,302	70,830
6	63,241	65,773	68,302	70,830	73,357
7	65,773	68,302	70,830	73,357	76,018
8	68,302	70,830	73,357	76,018	78,421
9	70,830	73,357	76,018	78,421	80,951
10	73,357	76,018	78,421	80,951	83,477
11	76,018	78,421	80,951	83,477	86,009
12	78,421	80,951	83,477	86,009	88,541
13	80,951	83,477	86,009	88,541	91,069
14	83,477	86,009	88,541	91,069	93,600
16			91,069	93,600	96,129
18			93,600	96,129	98,659
20			96,129	98,659	101,240
22					103,869
24					106,576

ADDITIONAL COMPENSATION INFORMATION

MA/MS STIPEND: \$1,000

Ph.D./ Ed.D. STIPEND: MA/MS STIPEND PLUS \$1,000

IRS SECTION 125 TAX DEDUCTION FOR HEALTH BENEFITS

Reflects 1.5% over 2015-16

5/8/2017

Appendix B

YOLO COUNTY OFFICE OF EDUCATION

Nurses ONLY

192 Work Days

2016/17

STEP	<AB+30 CLASS 0	AB+30 CLASS I	AB+45 CLASS II	AB+60 CLASS III	AB+75 CLASS IV
1	54,539	54,541	54,542	54,543	55,761
2	54,541	54,542	54,543	55,761	58,087
3	54,542	54,543	55,761	58,087	60,413
4	54,543	55,761	58,087	60,413	62,738
5	55,761	58,087	60,413	62,738	65,058
6	58,087	60,413	62,738	65,058	67,379
7	60,413	62,738	65,058	67,379	69,822
8	62,738	65,058	67,379	69,822	72,031
9	65,058	67,379	69,822	72,031	74,354
10	67,379	69,822	72,031	74,354	76,675
11	69,822	72,031	74,354	76,675	78,999
12	72,031	74,354	76,675	78,999	81,324
13	74,354	76,675	78,999	81,324	83,647
14	76,675	78,999	81,324	83,647	85,970
16			83,647	85,970	88,296
18			85,970	88,296	90,616
20			88,296	90,616	92,985
22					95,403
24					97,887

ADDITIONAL COMPENSATION INFORMATION

MA/MS STIPEND: \$1,000

Ph.D./ Ed.D. STIPEND: MA/MS STIPEND PLUS \$1,000

IRS SECTION 125 TAX DEDUCTION FOR HEALTH BENEFITS

6/14/2016

Appendix C

YOLO COUNTY OFFICE OF EDUCATION SPEECH & LANGUAGE SPECIALISTS ONLY

192 Staff Days

2016/17

STEP	<AB+30 CLASS 0	AB+30 CLASS I	AB+45 CLASS II	AB+60 CLASS III	AB+75 CLASS IV
1	52,915	54,501	56,138	57,823	59,555
2	54,501	56,138	57,823	59,555	61,343
3	56,138	57,823	59,555	61,343	63,183
4	57,823	59,555	61,343	63,183	65,078
5	59,555	61,343	63,183	65,078	67,032
6	61,343	63,183	65,078	67,032	69,041
7	63,183	65,078	67,032	69,041	71,113
8	65,078	67,032	69,041	71,113	73,246
9	67,032	69,041	71,113	73,246	75,444
10	69,041	71,113	73,246	75,444	77,707
11	71,113	73,246	75,444	77,707	80,037
12	73,246	75,444	77,707	80,037	82,439
13	75,444	77,707	80,037	82,439	84,913
14	77,707	80,037	82,439	84,913	87,460
16			84,913	87,460	90,083
18			87,460	90,083	92,786
20			90,083	92,786	95,569
22					98,438
24					101,390

ADDITIONAL COMPENSATION INFORMATION

MA/MS STIPEND: \$1,000

Ph.D./ Ed.D. STIPEND: MA/MS STIPEND PLUS \$1,000

STAFF COORDINATOR: \$3,053 PER SCHOOL YEAR

IRS SECTION 125 TAX DEDUCTION FOR HEALTH BENEFITS

*Paid based on 192 work days at an index of 1.2 of the Certificated Salary Schedule (Effective 7/1/15).

Reflects 1.5% over 2015-16

5/8/2017

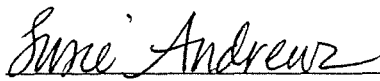
Appendix D

MEMORANDUM OF UNDERSTANDING
Between
YOLO COUNTY SUPERINTENDENT OF SCHOOLS
and the
YOLO EDUCATION ASSOCIATION

Regarding: Hiring Bonus

The Yolo County Superintendent of Schools (County Superintendent) and the Yolo Education Association (Association) recognize that, due to current labor market conditions, it is difficult for the County Superintendent to recruit and hire employees in certain positions within the bargaining unit. Therefore, the County Superintendent and the Association agree as follows:


1. Current hard-to-fill positions are identified as Speech Therapists and School Psychologists.
2. The County Superintendent shall pay a one-time hiring bonus of \$5,000 to each full-time Speech Therapist and School Psychologist hired after the date of the signing of this MOU.
3. Hiring bonus payments will be prorated based on FTE, not to exceed 1.0 FTE, and percentage of year served. The hiring bonus shall be made in payments by mutual agreement between the employee and the County Superintendent.
4. Certificated staff receiving hiring bonuses and who are re-elected, shall not be eligible to transfer out of the job classification without County Superintendent approval for three years.
5. Depending on possible future changes in labor market conditions, the County Superintendent may eliminate any of the job classifications identified in this MOU from hiring bonus eligibility, upon thirty (30) days advance notice to the Association.



Susie Andrews, Director
Human Resources
Yolo County Office of Education

7/30/07

Date



Robin Bent, Co-President
Yolo Education Association

7/30/07

Date

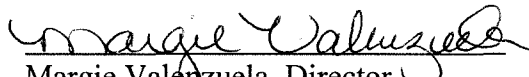
MEMORANDUM OF UNDERSTANDING
Between
YOLO COUNTY SUPERINTENDENT OF SCHOOLS
and the
YOLO EDUCATION ASSOCIATION

Extra Assignment Compensation for 2015-16 School Year

The Yolo County Superintendent of Schools (County Superintendent) and the Yolo Education Association (Association) recognize that, due to a shortage of certificated staff, it is difficult for the County Superintendent to recruit and hire employees in certain positions within the bargaining unit. Therefore, the County Superintendent and the Association agree as follows:

- For the 2015-16 school year, members who have accepted additional responsibilities beyond their original assignments shall be compensated at their per diem rate for all duties related to the extra assignment based on their documentation as approved by their supervisor.


This agreement will not be deemed to be precedent setting in any manner.



Margie Valenzuela, Director
Human Resources
Yolo County Office of Education

3/14/16

Date



Heather Williams, President
Yolo Education Association

3/14/16

Date

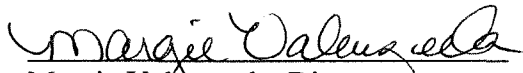
MEMORANDUM OF UNDERSTANDING
Between
YOLO COUNTY SUPERINTENDENT OF SCHOOLS
and the
YOLO EDUCATION ASSOCIATION

Extra Assignment Compensation for 2016-17 and 2017-18 School Years

The Yolo County Superintendent of Schools (County Superintendent) and the Yolo Education Association (Association) recognize that, due to a shortage of certificated staff, it is difficult for the County Superintendent to recruit and hire employees in certain positions within the bargaining unit. Therefore, the County Superintendent and the Association agree as follows:

- Members will work with their supervisor to create a plan that identifies priority needs and a manageable caseload within the contracted workday. Members will be compensated at their per diem rate for additional hours for all duties beyond their FTE assignment.
- Beginning April 1, 2016, and through the 2017-18 school year an agreed upon template will be used to document all activities, including those beyond the original assignment.
- Discussions regarding caseloads will be an automatic re-opener in 2018-19.

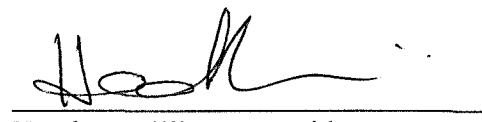
This agreement will not be deemed to be precedent setting in any manner.



Margie Valenzuela, Director
Human Resources
Yolo County Office of Education

3/14/16

Date



Heather Williams, President
Yolo Education Association

3/14/16

Date

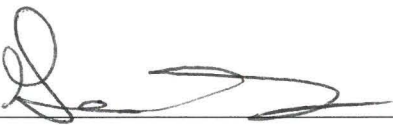
Cash Flow

	Object	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Accruals	TOTAL
A. BEGINNING CASH	9110	-	30,461	25,723	42,981	23,468	51,219	78,010	42,038	79,977	97,175	113,099	139,362	110,585	-
B. RECEIPTS															
Revenue Limit:															
Property Tax	8020-8079														-
State Aid	8010-8019	27,559	27,559	49,606	49,606	49,606	49,606	49,606	49,606	49,606	49,606	49,606	49,606		551,174
Other	8080-8099				9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	29,813		106,475
Federal Revenues	8100-8299														-
Other State Revenues	8300-8599					1,660								7,314	8,974
Other Local Revenues	8600-8799	40,000			20,000				20,000			10,000	(40,000)		50,000
Interfund Transfers In	8910-8929														-
All Other Financing Sources	8931-8979														-
TOTAL RECEIPTS		67,559	27,559	49,606	79,188	60,848	59,188	59,188	79,188	59,188	59,188	69,188	39,419	7,314	716,623
C. DISBURSEMENTS															
Certificated Salary	1000-1999	20,963	20,963	20,963	20,963	20,963	20,963	20,963	20,963	20,963	20,963	20,963	20,963		251,557
Classified Salary	2000-2999	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759		45,102
Employee Benefits	3000-3999	7,376	7,376	7,376	7,376	7,376	7,376	7,376	7,376	7,376	7,376	7,376	7,376		88,509
Supplies	4000-4999	5,000	200	250	250	1,000	300	250	800	250	300	300	300		9,200
Services	5000-5999				66,354			62,814	8,352	9,643	10,867	10,528	35,798		204,356
Capital Outlays	6000-6999														-
Other Outgo	7000-7399														-
Interfund Transfers Out	7600-7629														-
All Other Financing Uses	7630-7699														-
TOTAL DISBURSEMENTS		37,097	32,297	32,347	98,701	33,097	32,397	95,161	41,249	41,990	43,264	42,925	68,195	-	598,724
D. PRIOR YEAR TRANSACTIONS															
Receivables	9200-9299	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liabilities (including Def Rev)	9500-9630	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL PRIOR YEAR TRANSACTIONS		-	-	-	-	-	-	-	-	-	-	-	-	-	-
E. NET CASH FLOW		30,461	(4,739)	17,258	(19,513)	27,751	26,791	(35,973)	37,939	17,198	15,924	26,263	(28,777)	7,314	117,899
F. ENDING CASH		30,461	25,723	42,981	23,468	51,219	78,010	42,038	79,977	97,175	113,099	139,362	110,585	117,899	117,899

PETITION FOR THE ESTABLISHMENT OF A CHARTER SCHOOL



We the undersigned believe that the submitted charter merits consideration and hereby petition the Yolo County Board of Education to grant approval of the charter pursuant to Education Code 47605 to enable the creation of the Yolo County Career Academy. The Yolo County Career Academy agrees to operate the school pursuant to the terms of the Charter Schools Act of 1992 and the provisions of the school's charter. The petitioners listed below certify that they are credentialed administrators and teachers who are meaningfully interested in teaching at the school.

By the Lead Petitioner:

Garth Lewis		11/7/17
Name (please print)	Signature	Date

The petitioners authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Yolo County Board of Education of the Yolo County Career Academy.


Bruce Lewis		11/7/17
Ismael Hernandez		11/7/17

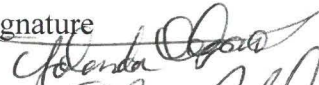
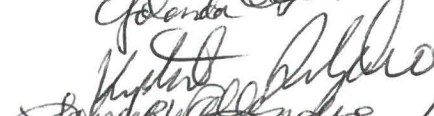


Richard Gilman		11/08/17
Manolo A. Jaquez-Ravelero		11/07/17
Name (please print)	Signature	Date

Maria Chairez		11/8/17
Name (please print)	Signature	Date

Nathan Samson		11/8/17
Name (please print)	Signature	Date

MONICA ALVES ROBLES		11/8/17
Name (please print)	Signature	Date

Davina Huerta		11/8/17
Name (please print)	Signature	Date

Yolanda Delgado		11-8-17
Krystal Delgado		11/8/17
Lobree Wallender		11/08/17
Morgan Lynch		11/8/17

Tommy F. Hobbs

Tommy F. Hobbs

8 NOV 17

Deborah Bruns

Deborah Bruns

8 NOV 17

Ellie Enrriquez

Ellie Enrriquez

11/8/17

Stanley Thomas

Stanley Thomas

11/8/17

Lupe Barajas

Lupe Barajas

11/8/17

Letter Head

November 20, 2017

Dear Superintendent,

I am writing to share that we will be presenting a countywide independent charter petition at the December meeting of the Yolo County Office of Education Board of Education. As was discussed at the Superintendent's Council meeting on . . . , the Yolo County Office of Education has developed a petition to open a charter school that will focus on providing career technical education and high school equivalency, including diploma or HiSet options to students 16-24 years of age.

We believe that approval of the proposed Yola County Career Academy will provide access to quality educational and job readiness programs for youth in Yolo County. Out outcomes include completion of industry certification, completion of a high school equivalency program, successful transition to community college, and successful transition to family-sustaining employment.

The petition will be presented to the Yolo County Board of education at a regularly scheduled Board meeting on December 12, 2017, scheduled to begin at 3:30 PM. The Board is likely to take a vote that afternoon. We anticipate opening the charter school in August of 2018, and anticipate enrollment of 50 students. The following table identifies the dates, locations, and anticipated enrollment for the 2017-2018.

Operational After	Location	2017-2018 Anticipated Enrollment
August 1, 2017	1280 Santa Anita Court, Woodland, CA	30 Students
August 1, 2017	YCCP, 255 W Beamer Street, Woodland, CA	17 Students
August 1, 2017	Day Reporting Center, 140 Tony Diaz Drive	3 Students
August 1, 2018	Monroe Detention Center	0

YOLO COUNTY BOARD OF EDUCATION
Letter of Transmittal to County Board
From the Superintendent

SUBJECT: Attendance Reports	AGENDA ITEM #: 4.11
PER: <input checked="" type="checkbox"/> BOARD REQUEST <input type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Garth Lewis & Sharon Holstege
	DATE: November 28, 2017

BACKGROUND:

The following reports are being presented to the Board as information:

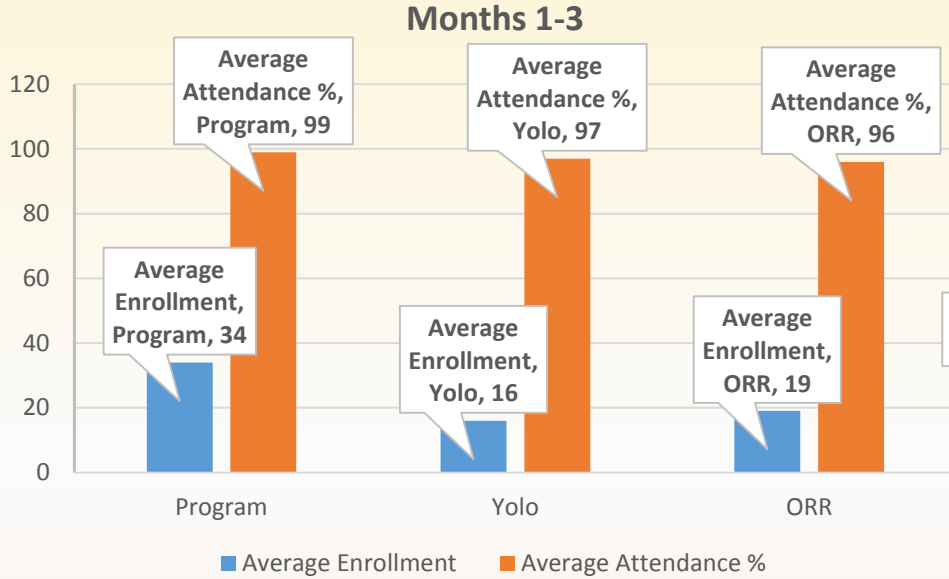
- (a) **Alternative Education**
- (b) **Special Education**

RECOMMENDATION/COMMENTS: For information.

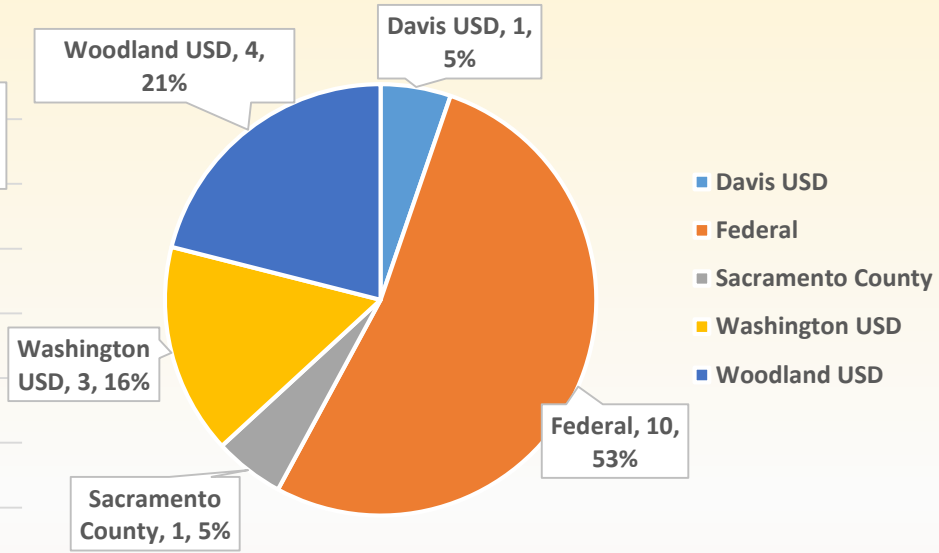
Dan Jacobs School

October 2017

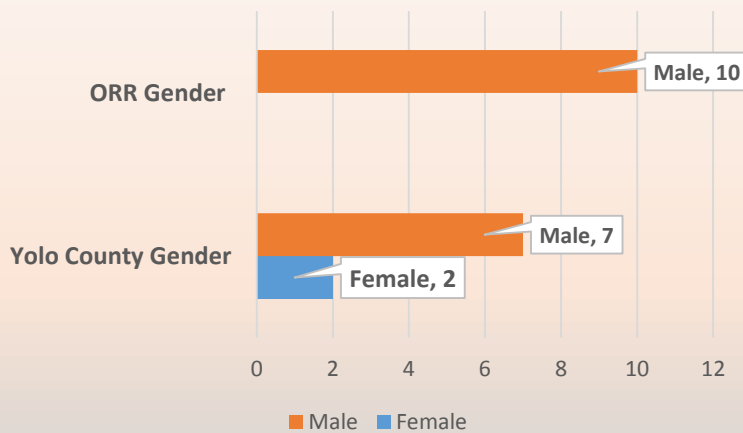
Average Enrollment and Attendance %
Attendance Period Ending 9/22/2017



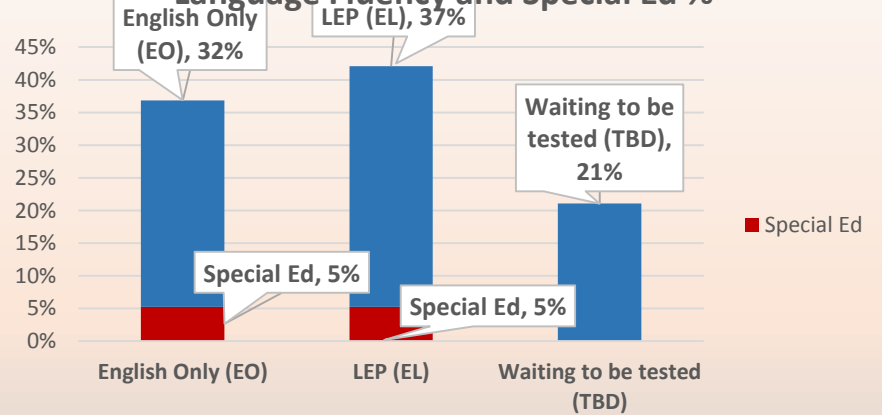
School District of Residence



Gender

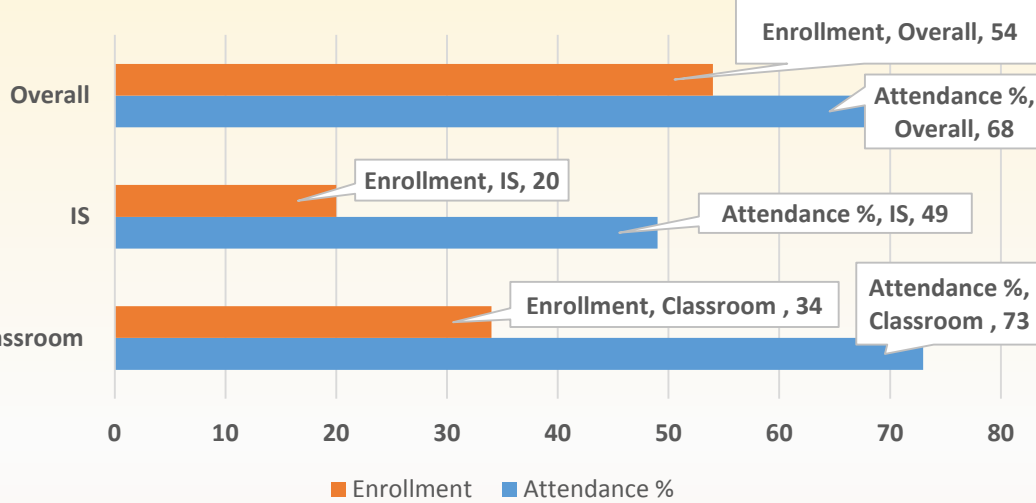


Language Fluency and Special Ed %

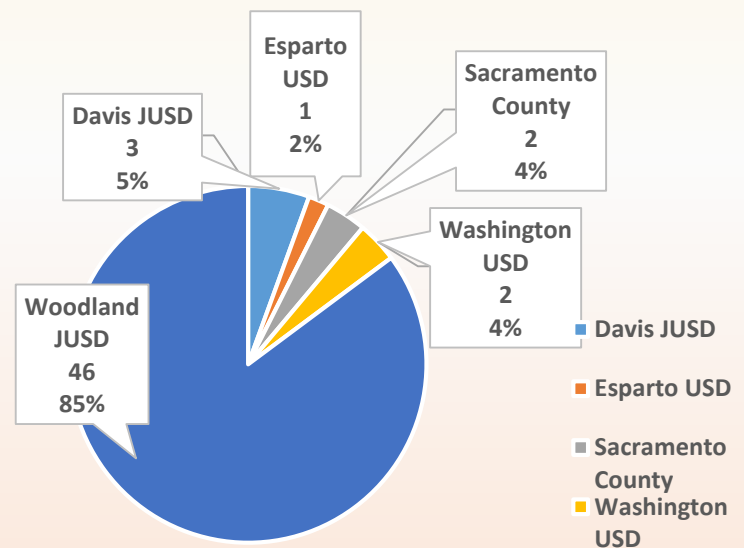


Cesar Chavez Community School – Woodland October 2017

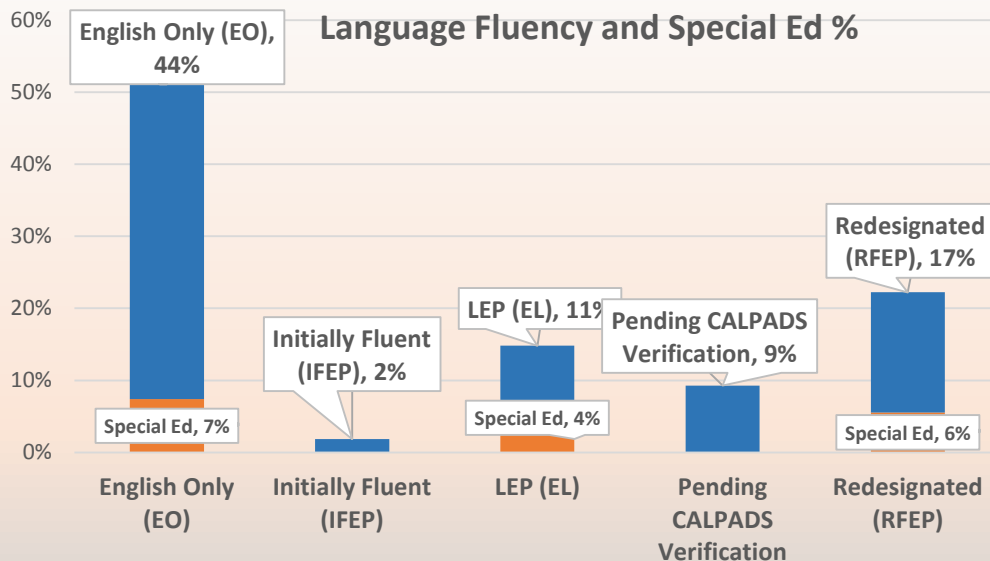
Enrollment and Average Attendance %
Attendance Period Ending 10/13/2017



School District of Residence



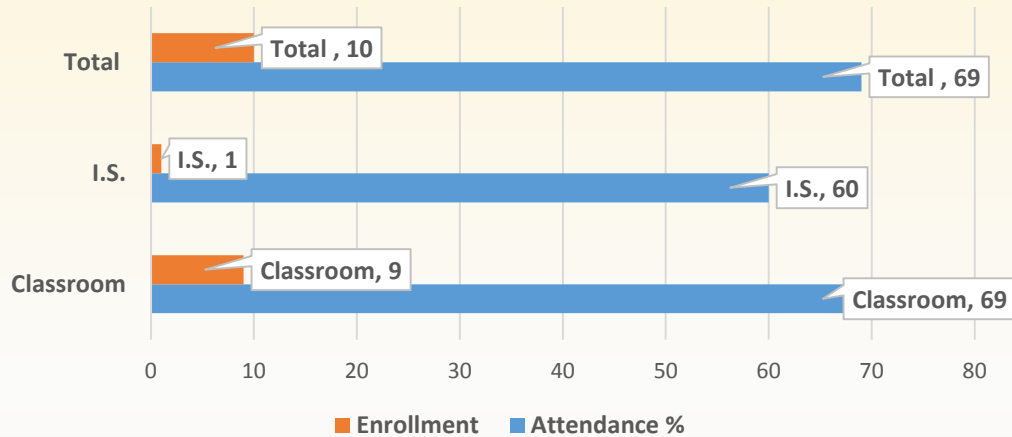
Language Fluency and Special Ed %



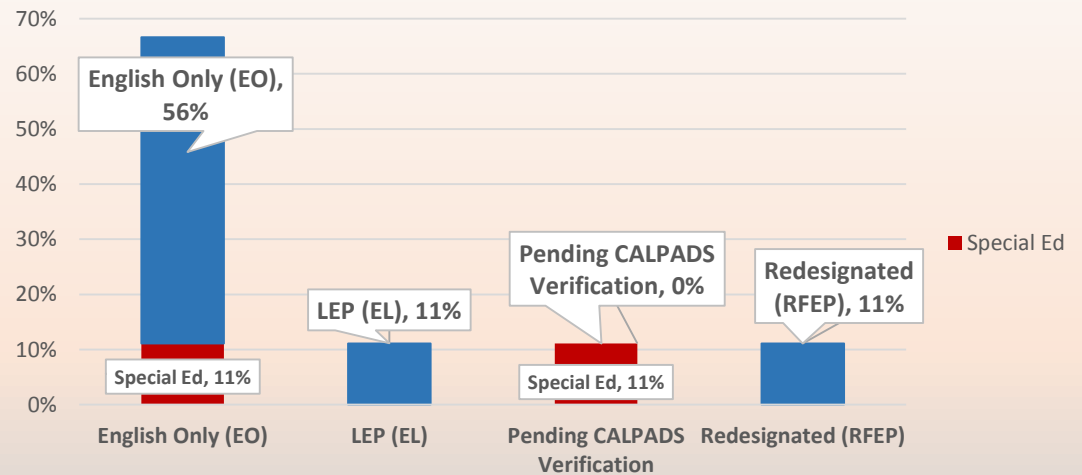
Cesar Chavez Community School – West Sac

October 2017

Enrollment and Average Attendance %
Attendance Period Ending 10/6/2017

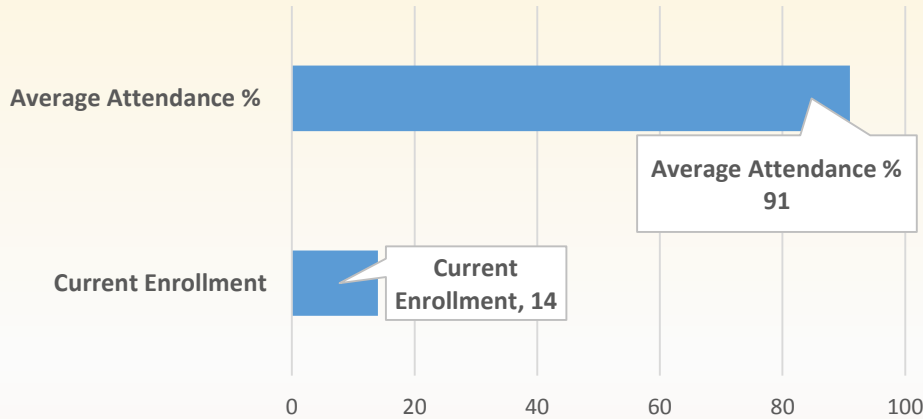


Language Fluency and Special Ed %

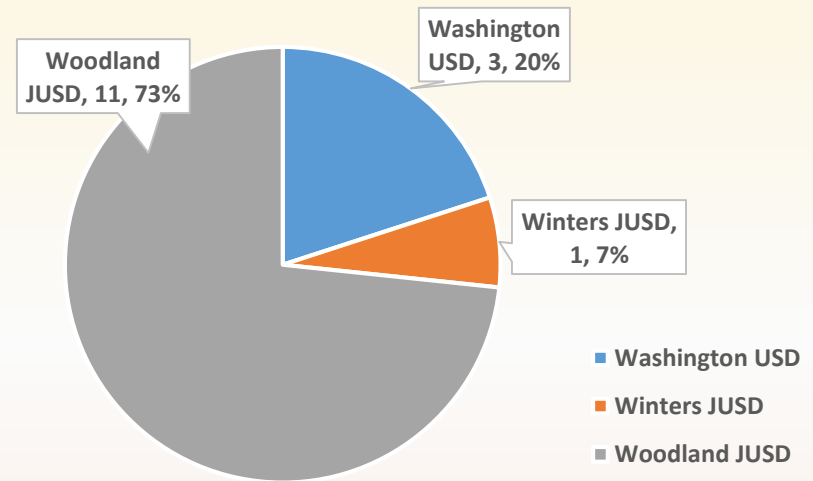


YCCP (Yolo County Conservation Partnership) October 2017

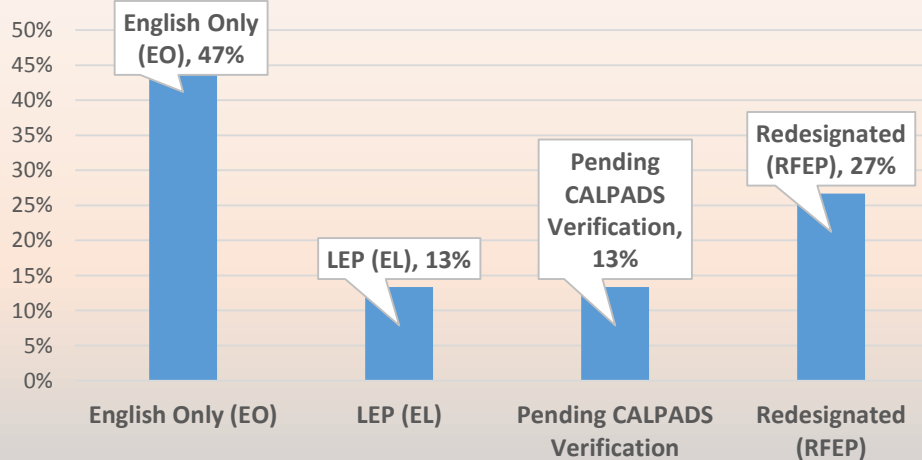
Enrollment & Attendance % Attendance Period Ending 10/13/2017



School District of Residence



Language Fluency % (No Special Ed Data to Report)

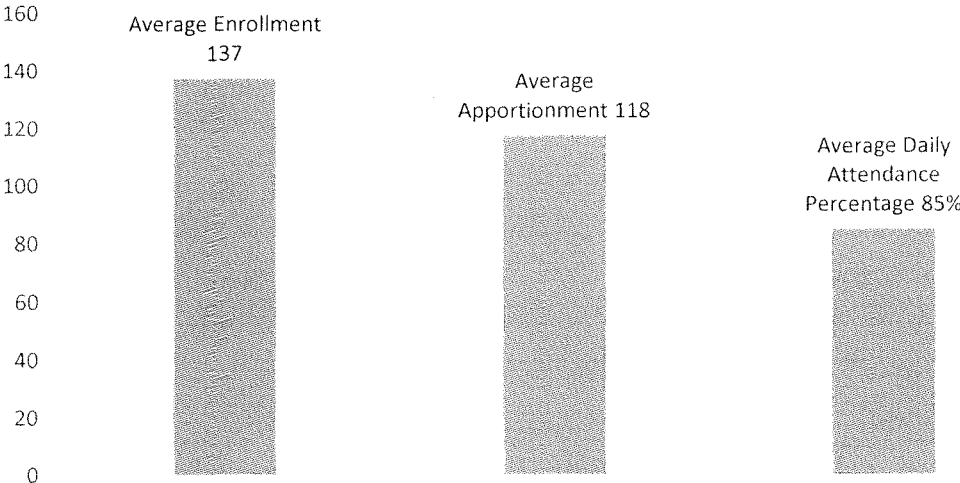


Special Education Attendance Report

West Sacramento



Woodland



YOLO COUNTY BOARD OF EDUCATION
Letter of Transmittal to County Board
From the Superintendent

SUBJECT: Suggested Future Agenda Items	AGENDA ITEM #: 4.12
PER: <input checked="" type="checkbox"/> BOARD REQUEST <input type="checkbox"/> STAFF REQUEST	ATTACHMENTS: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FOR BOARD: <input type="checkbox"/> ACTION <input checked="" type="checkbox"/> INFORMATION	RESEARCH & PREPARATION BY: Superintendent's Office
<u>BACKGROUND:</u>	DATE: November 28, 2017

1. Approval of Board Policies and Administrative Regulations
01-20-15 Special Meeting: per Superintendent, revisions of the Board Policies and Administrative Regulations have been finalized and need to be brought to the Board for approval.

08-25-15 Update: The Board adopted the 5000 Series (Students) Board policies; the Board requested to hold off on further review/approval until California County Boards of Education policies are published.

06-29-17 Update: The Board approved BB 9000-9240; the Policy Committee will review the remainder of the 9000 series at a future date.
2. SELPA Presentation scheduled January 30, 2017 Regular Meeting (*per Supt Ortiz 11/15/17*)

RECOMMENDATION/COMMENTS: This agenda item serves as a tracking tool for future agenda items. The Board may want to add additional item(s).