



SEQUOIA UNION HIGH SCHOOL DISTRICT  
Redwood City, California 94062

TO: Board of Trustees

DATE: February 3, 2016

FROM: James Lianides,  
Superintendent

SUBJECT: Personnel Recommendations  
for February 3, 2016  
Board Meeting

Employment – Classified

NONE

Notice of Terminations

NONE

Employment – Adult School

NONE



# Sequoia Union High School District

## *Educational Services Department*

480 James Avenue, Redwood City, CA 94062  
(650) 369-1411 Ext. 22324 Fax: (650) 839-8970

### BOARD OF TRUSTEES

Carrie Du Bois  
Georgia Jack  
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### JAMES LIANIDES

Superintendent

Bonnie Hansen  
Assistant Superintendent  
Educational Services

January 20, 2016

Kathy Kwan, President  
Eustace-Kwan Family Foundation  
205 Hanna Way  
Menlo Park, CA 94025

Dear Kathy,

The Sequoia Union High School District (SUHSD) would like to acknowledge receipt of your grant letter dated, January 5, 2016, which included check #574 in the amount of \$125,000.

Your kind gift will help fund the “Developing Our Own” pilot program to partner with Notre Dame de Namur and District Schools to generate a pool of teachers committed to living in the Bay Area and demographically representative of the District’s student body.

Your gracious partnering with our District, belief in our initiatives and care about the programs you fund are second to none. We look forward to the outcomes this newest partnership will provide.

Sincerely,

Bonnie Hansen  
Assistant Superintendent of Educational Services



# Contracts Under \$35,000

Monday, January 25, 2016  
10:30:44 AM

Agenda Item: 88

Date: 2/3/16

Contract Amount	Vendor	Approval Date	Fiscal Year	Site/Department	Contract Type	Contract Description
\$3,600.00	NOVISCKY, SEPEEDEH	9/21/2015	15-16	Sequoia	Annual	Facilitate a drawing fundamentals class for students in the SAFE after school program.
\$26,000.00	BOCK, OLIVER	9/21/2015	15-16	Woodside	Annual	Provide coordinator services
\$3,000.00	SAN CARLOS FLIGHT CTR.	9/21/2015	15-16	Sequoia	Annual	Provide instructional services for an aviation introductory class on Mondays from 3- 5 p.m.
\$3,500.00	LUIS LEDEZMA	9/21/2015	15-16	Sequoia	Annual	Supervise apower and speed fitness class in weight room for all after school students that are not attached to a sport at Sequoia.
\$2,500.00	LUCIO PADILLA	9/21/2015	15-16	Sequoia	One Time	Seminar to parents and teachers on how to deal with patterns of negative behavior in high school students.
\$1,500.00	GILMAN-PONCE, SUANNA	9/21/2015	15-16	Ed Services	One Time	one all-day workshop for the bilingual site parent liason
\$27,000.00	AG TRANSMISSION	9/24/2015	15-16	Transportation	Annual	Repair district fleet vechicles, as needed.
\$20,000.00	FAITH WEINSTOCK VELSCHOW	9/25/2015	15-16	Woodside	Annual	Provide the Green and Business Technology Academy mentor coordinator services.
\$19,950.00	CHALLENGE DAY	9/25/2015	15-16	Menlo-Atherton	Annual	provide 6 days of Challenge Day workshops for M-A freshman class.
\$9,000.00	BUFORD, NICHOLAS	9/30/2015	15-16	Carlmont	Annual	Provide the CHS Performing Arts Dept. Audio Consulting
\$22,000.00	SMCCCD/CANADA COLLEGE	10/5/2015	15-16	Sequoia	Annual	Provide a College Professor to teach at Sequoia
\$21,000.00	GLUMAC	10/5/2015	15-16	Construction	Annual	commissioning services for Redwood High two-story classroom building project
\$22,000.00	SMCCCD/CANADA COLLEGE	10/5/2015	15-16	Woodside	Annual	Provide a College Professor to teach at Sequoia
\$28,500.00	HALOG, DR. LINDA C.	10/6/2015	15-16	Ed Services	Annual	Provide Psychological services, consultation to parents and staff,

Contract Amount	Vendor	Approval Date	Fiscal Year	Site/Department	Contract Type	Contract Description
\$11,700.00	PIVOT LEARNING	10/6/2015	15-16	District Office	Annual	Pivot will provide leadership capacity for a site Administrator.
\$12,160.00	LARIVIERE, JUDITH ANN	10/6/2015	15-16	Ed Services	Annual	Provide assitive technology sevices enabling student to respond to classroom curriculum.
\$5,440.00	RAPE TRAUMA SERVICES	10/7/2015	15-16	Redwood	Annual	Providing on-site prevention and intervention counseling services to increase student's chances of academic success.
\$20,000.00	AMERICAN FIDELITY	10/7/2015	15-16	Human Resources	Annual	Administrative Services for SUHSD
\$24,000.00	G & K SERVICES INC	10/9/2015	15-16	M&O, Transportation	Annual	Uniform service for Maintenance and Transportation Dept.
\$14,000.00	SPORTSNET	10/12/2015	15-16	Human Resources	Annual	Web-based software for athletes packets
\$9,000.00	STARVISTA	10/22/2015	15-16	Sequoia	Annual	Provide counseling services for 3 classes in the SAFE after school program.
\$3,000.00	WOZNIAK, STEPHANIE	10/22/2015	15-16	Carlmont	One Time	Direct the Musical Addams Family Carlmont
\$30,175.00	ASSOCIATED LEARNING & LANGUAGE	10/23/2015	15-16	Ed Services	Annual	Individual services for Non-public
\$4,500.00	DE SA, RONALDO	11/5/2015	15-16	EPAA	Annual	Drumming, Samba and Capoeira lessons for EPAA students
\$9,000.00	McCormick, Lori	11/12/2015	15-16	Adult School	Annual	Provide consulting/advising services for Adult school.
\$5,000.00	CANNON APPLIANCE	11/12/2015	15-16	Food Services	Annual	Repair, service and maintain Food Service equipment.
\$2,000.00	HEALTH CONNECTED	11/13/2015	15-16	Sequoia	Annual	Provide recruited students at Sequoia a sexual health class
\$12,000.00	Pape Machinery	11/13/2015	15-16	Transportation	Annual	Repair district fleet
\$35,000.00	CROWN WORLDWIDE MOVING &	11/13/2015	15-16	Purchasing	Annual	Provide packing, moving, storage and relocation services for district.
\$4,000.00	AMAI, AKI	11/19/2015	15-16	Carlmont	Annual	Accompany Carlmont's Choir at concerts and festivals.
\$3,300.00	CEL, LUIS	12/9/2015	15-16	Sequoia	Annual	Supervise a baile folklorico class in a classroom for all after school students.

Contract Amount	Vendor	Approval Date	Fiscal Year	Site/Department	Contract Type	Contract Description
\$5,000.00	WOODSIDE & PORTOLA PRIVATE PAT	12/11/2015	15-16	M&O	Annual	Provide intrusion alarm response patrol services for district.
\$11,025.00	ACE IT! TUTORING	12/15/2015	15-16	Ed Services	Annual	Tutoring Services
\$11,025.00	THE LEARNING CURVE	12/15/2015	15-16	Ed Services	Annual	Tutoring Services
\$11,025.00	ACE TUTORING SERVICES	12/15/2015	15-16	Ed Services	Annual	Tutoring Services
\$25,725.00	PROFESSIONAL TUTORS OF AMERICA	12/15/2015	15-16	Ed Services	Annual	LEA tutoring services
\$25,000.00	NINO-SEARS, ELISA	12/15/2015	15-16	Sequoia	Annual	Volunteer Coordinator for Sequoia High School.
\$6,000.00	ZWIERS, JEFF	12/15/2015	15-16	Ed Services	Annual	Provide Professional Development and coaching for teachers.
\$14,700.00	A+ EDUCATIONAL CENTERS	1/6/2016	15-16	Ed Services	Annual	Tutoring Services
\$7,350.00	CARTER, REDDY & ASSOCIATES	1/6/2016	15-16	Ed Services	Annual	
\$23,000.00	OJO TECHNOLOGY INC	1/7/2016	15-16	Technology	Annual	Camera system expansion project at M-A
\$21,250.00	FARRIS, JONDA	1/14/2016	15-16	Ed Services	Annual	Consultant will work as a case manager to Migrant Ed. Program
\$11,025.00	1 ONLINE TUTORING	1/16/2016	15-16	Ed Services	Annual	Tutoring Services
\$585,950.00						

**AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT  
AND  
COMMERCIAL TREE CARE**

**THIS AGREEMENT, entered into this 1st day of July, 20 15, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "District," and COMMERCIAL TREE CARE, hereinafter called "Contractor;"**

WITNESSETH:

WHEREAS, The District may contract with independent contractors for the furnishing of services such as those that Contractor proposes to provide to the District;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of broadleaf spraying treatments, weed control treatments, and any other tree service as needed district wide.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services

Exhibit B – Payments and rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and exhibit "A," District shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall the District's total fiscal obligation under this Agreement exceed Forty Five Thousand Dollars, \$45,000.00.

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 20 15 through June 30, 20 16.

This Agreement may be terminated by, the District Superintendent or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of funds**

The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or district funds, by providing written notice to Contractor as soon as is reasonably possible after the District learns of said unavailability of outside funding.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the District and that Contractor acquires none of the rights, privileges, powers, or advantages of District employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless District, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of District, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontractor with a third party to provide services required by Contractor under this Agreement without the prior written consent of District. Any such assignment or subcontract without the District's prior written consent shall give District the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and



such insurance has been approved by the District, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the District of any pending change in the limits of liability or of any cancellation or modification of the policy.

**(1) Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

**(2) Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability ..... \$1,000,000
- (b) Motor Vehicle Liability Insurance ..... \$1,000,000
- (c) Professional Liability ..... \$1,000,000

District and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Sequoia Union High School District at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. Compliance with laws; Payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all federal regulations

promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the "Individuals With Disabilities Education Act, as amended, " Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this Agreement and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

Contractor shall comply with all state fingerprint laws, including education Code 45125.1.

**11. Prevailing Wages**

Contractor confirms that, pursuant to SB 854, it has registered with the California Department of Industrial Relations (DIR) and that it has, through the date of this Agreement, paid all annual renewal fees due to the DIR. Contractor shall pay all annual renewal fees to the DIR that come due during the term of the Agreement. Contractor/Vendor agrees to comply with the applicable provisions of the Labor Code, Section 1720-1861 and will pay the proper prevailing wages for each craft. Contractor will electronically submit certified payroll records to the Labor Commissioner/DIR unless the Labor Commissioner excuses Contractor from this requirement. The parties understand and agree that the project will be subject to compliance monitoring and enforcement by the DIR.

**12. Retention of Records, Right to Monitor and Audit**

- (a) Contractor shall maintain all required records for three (3) years after the DISTRICT makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the DISTRICT.
- (c) Contractor agrees to provide to DISTRICT, to any federal or state department having monitoring or review authority, to DISTRICT's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**13. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit

and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. The parties understand and agree that this Agreement may be negotiated and concluded by electronic means and that electronic forms of signature, including facsimile, are acceptable.

**15. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of District, to:**  
Walter Haub-Director of Maintenance  
and Operations  
1090 Mills Way  
Redwood City, CA 94063

**In the case of Contractor, to:**  
Rick Ahl-Plant Health Care Manager  
Commercial Tree Care  
P.O. Box 549  
Santa Clara, CA 95052

SEQUOIA UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent

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

Budget Code: 01-9010-0-8100-8210-5607-900

*Rick Ahl - Plant Health  
Care Manager - Commercial Tree Care*

\_\_\_\_\_  
Contractor's Name

*[Handwritten Signature]*  
\_\_\_\_\_  
Contractor's Signature

Date: 1/22/2016

Exhibit "A"

In consideration of the payments set forth in Exhibit "B," COMMERCIAL TREE CARE shall provide the following services:

- a. Broadleaf spraying treatments district wide
- b. Weed control spraying treatments district wide

Exhibit "B"

In consideration of the services provided by COMMERCIAL TREE CARE in Exhibit "A," Sequoia Union High School District shall pay COMMERCIAL TREE CARE based on the following fee schedule:

Broadleaf and weed control spraying treatments for fields district wide

Total for fiscal year 2015/16.....\$45,000.00

Agenda Item: 890

Date: 2/3/16

AMENDMENT TO AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT AND MV TRANSPORTATION

THIS AMENDMENT TO THE AGREEMENT entered into this 3<sup>rd</sup> day of February, 2016, by and between the Sequoia Union High School District, hereinafter called the "District," and MV Transportation, hereinafter called "Contractor;"

WITNESSETH

WHEREAS, the District and Contractor entered into an Agreement on July 21, 2015, pursuant to which Contractor agreed to provide services to transport District special needs students from home-to-school and school-to-home, for the period from July 1, 2015 through June 30, 2016; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to increase the maximum amount payable under the Agreement by \$52,800.00, from \$17,000.00 to \$69,800.00.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement, "Payments," is hereby amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A to this Agreement, District shall make payments to Contractor based on the rates and in the manner specified in Exhibit B. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall the District's total fiscal obligation under this Agreement exceed SIXTY NINE THOUSAND, EIGHT HUNDRED DOLLARS (\$69,800.00).

2. All other terms and conditions of the Agreement dated July 21, 2015 shall remain unchanged and in full force and effect.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By:

Date:

MV TRANSPORTATION

By:

Date:

Agenda Item: 89(2)

Date: 2/3/16

**AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT  
AND  
MV TRANSPORTATION**

**THIS AGREEMENT, entered into this 21st day of JULY, 20 15, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "District," and MV TRANSPORTATION, hereinafter called "Contractor;"**

WITNESSETH:

WHEREAS, The District may contract with independent contractors for the furnishing of services such as those that Contractor proposes to provide to the District;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of TRANSPORTING DISTRICT SPECIAL NEEDS STUDENTS from HOME-TO-SCHOOL and SCHOOL-TO-HOME;

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. **Exhibits and Attachments**  
The following exhibits and attachments are included hereto and incorporated by reference herein.  
  
Exhibit A – Services  
Exhibit B – Payments and rates
2. **Services to be performed by Contractor**  
In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."
3. **Payments**  
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and exhibit "A," District shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall the District's total fiscal obligation under this Agreement exceed \$ 17,000.00, SEVENTEEN THOUSAND.

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from JULY 1, 2015 through JUNE 30, 2016.

This Agreement may be terminated by the District Superintendent or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of funds**

The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or district funds, by providing written notice to Contractor as soon as is reasonably possible after the District learns of said unavailability of outside funding.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the District and that Contractor acquires none of the rights, privileges, powers, or advantages of District employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless District, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of District, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 277B of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontractor with a third party to provide services required by Contractor under this Agreement without the prior written consent of District. Any such assignment or subcontract without the District's prior written consent shall give District the right to automatically and immediately terminate this Agreement.

9. **Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the District, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the District of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not less than the amount specified below

Such insurance shall include:

- (a) Comprehensive General Liability ..... \$1,000,000
- (b) Motor Vehicle Liability Insurance ..... \$1,000,000
- (c) Professional Liability ..... \$1,000,000

District and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Sequoia Union High School District at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **Compliance with laws; Payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not



limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the "Individuals With Disabilities Education Act, as amended." Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this Agreement and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance

Contractor shall comply with all state fingerprint laws, including education Code 45125.1.

**11. Retention of Records, Right to Monitor and Audit**

- (a) CONTRACTOR shall maintain all required records for three (3) years after the DISTRICT makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the DISTRICT.
- (c) CONTRACTOR agrees to provide to DISTRICT, to any federal or state department having monitoring or review authority to DISTRICT's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**12. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**13. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California

14. Notices

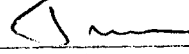
Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of District, to:  
DEWRELL WESLEY, DIRECTOR OF TRANSPORTATION  
SEQUOIA UNION HIGH SCHOOL DISTRICT  
480 JAMES AVENUE  
REDWOOD CITY, CA 94062

In the case of Contractor, to:  
SANTOS ORELLANA, GENERAL MANAGER  
MV TRANSPORTATION  
121 MAIN STREET  
HALF MOON BAY, CA 94019

With 1 copy to:  
MV Transportation, Inc.  
Attn: Office of the General Counsel  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

SEQUOIA UNION HIGH SCHOOL DISTRICT

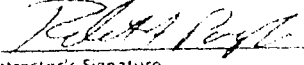
By   
Superintendent

Date 8/27/15

Budget Code: 01-0040-0-5751-3600-5834-800

MV Transportation, Inc.

Contractor's Name



Contractor's Signature

Date 8/17/15

Revised 2/2/12



Exhibit "A"

In consideration of the payments set forth in Exhibit "B," MV TRANSPORTATION shall provide the following services:

MV TRANSPORTATION WILL PROVIDE TRANSPORTATION TO DISTRICT SPECIAL  
NEEDS STUDENTS  
~ from HOME TO SCHOOL  
~ and SCHOOL TO HOME

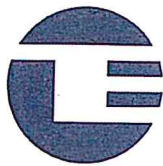
Exhibit "B"

In consideration of the services provided by MV TRANSPORTATION in Exhibit "A," Sequoia Union High School District shall pay MV TRANSPORTATION based on the following fee schedule:

ROUND TRIP (PER DAY):  
~ \$220.00: From SAN CARLOS to TRACE REDWOOD CITY

ONE WAY TRIP (PICK UP or DROP OFF) PER DAY:  
~ \$110.00: Only if arranged in advance

FULL PRICE CHARGED IF "NO-SHOW":  
~ \$220.00: Full price charged if no advance cancellation is provided



# TESTING ENGINEERS, INC.

Quality Assurance Services  
Materials Consulting  
Since 1954

TESTING AND INSPECTION SERVICES - Testing Engineers, Inc.  
Menlo Atherton High School Phase 1 Classroom Building Increment 2  
555 Middlefield Road, Atherton  
October 26, 2015

## A REINFORCEMENT

Assumes Cambln Steel Sacramento

Sample & Tag Rebar  
No. days: 14 No. hrs: 120 Rate/hr: 88.00 \$ 10,560.00

Tensile & Bend Tests (set of 1)  
No.: 50 Rate/ea: 90.00 \$ 4,500.00

**SUB-TOTAL \$ 15,060.00**

## B. CONCRETE-

\* Assumes Batch Plant Waiver

Mix Design Review (please allow 3 working days lead time for review)  
No. ea: 5 Rate/hr: 250.00 \$ 1,250.00

Periodic Batch Plant / Concrete Sampling  
No. days: 38 No. hrs: 192 Rate/hr: 88.00 \$ 16,896.00

Cylinder Compression Tests (1 set of 4 per 50 cubic yards, average)  
No.: 230 Rate/ea: 32.00 \$ 7,360.00

Pick Up of Samples  
No. trips: 38 Rate/ea: 88.00 \$ 3,344.00

**SUB-TOTAL \$ 28,850.00**

## C. PRECAST CONCRETE

Rebar  
No. days: 8 No. hrs: 32 Rate/hr: 88.00 \$ 2,816.00

Concrete Sampling  
No. days: 8 No. hrs: 32 Rate/hr: 88.00 \$ 2,816.00

Cylinder Compression Tests (1 set of 4 per 50 cubic yards, average)  
No.: 40 Rate/ea: 32.00 \$ 1,280.00

Pick Up of Samples  
No. trips: 8 Rate/ea: 88.00 \$ 704.00

**SUB-TOTAL \$ 7,616.00**

## D. NON SHRINK GROUT

Grout Sampling  
No. days: 6 No. hrs: 24 Rate/hr: 88.00 \$ 2,112.00

Grout Compression 2x2x2 Cubes  
No.: 36 Rate/ea: 36.00 \$ 1,296.00

Pick Up of Samples  
No. trips: 6 Rate/ea: 88.00 \$ 528.00

**SUB-TOTAL \$ 3,936.00**



Quality Assurance Services  
Materials Consulting  
Since 1954

**E. STRUCTURAL AND MISCELLANEOUS STEEL**

\* Assumes Metal Works Orville, CA  
\* Assumes normal double shift 16 hr day shift

Welding Procedures Submittal					
No. hrs:	3	Rate/hr:	250.00	\$	750.00
Shop Inspection Day Shift					
No. days:	40	No. hrs:	320	Rate/hr:	88.00 \$ 28,160.00
Shop Inspection Night Shift					
No. days:	40	No. hrs:	320	Rate/hr:	99.00 \$ 31,680.00
Field Welding Inspection					
No. days:	43	No. hrs:	344	Rate/hr:	88.00 \$ 30,272.00
Ultra Sonic Testing Equipment Charge					
No. hrs:	150	Rate/hr:	17.00	\$	2,550.00
High Strength Bolting					
No. days:	10	No. hrs:	80	Rate/hr:	88.00 \$ 7,040.00
High Strength Bolt Testing (Nut, Bolt & Washer)					
No.:	10	Rate/ea:	315.00	\$	3,150.00
<b>SUB-TOTAL</b>				<b>\$</b>	<b>103,602.00</b>

**F. ENGINEERING**

Proofload Testing of Expansion Anchors (Equipment Charge Included)					
No. days:	8	No. hrs:	32	Rate/hr:	95.00 \$ 3,040.00
Torque Testing of Anchors					
No. days:	8	No. hrs:	32	Rate/hr:	88.00 \$ 2,816.00
<b>SUB-TOTAL</b>				<b>\$</b>	<b>5,856.00</b>

**G. MISCELLANEOUS**

Int Final Affidavit (Principal Engineer): Required by DSA					
Upon request; please allow 10 working days for affidavit preparation.					
No. hrs.:	6	Rate/ea:	100.00	\$	600.00
<b>SUB-TOTAL</b>				<b>\$</b>	<b>600.00</b>

**GRAND TOTAL ESTIMATE \$ 165,520.00**

January 22th, 2016

Mr. Mathew Zito  
Chief Facilities Officer  
Sequoia Union High School District

PRELIMINARY PROPOSAL FOR LANDSCAPE DESIGN SERVICES FOR SEQUOIA HIGH SCHOOL  
HISTORIC TEA GARDEN  
480 James Ave.  
Redwood City, CA 94062

Dear Mr. Zito,

Thanks for inviting BASE to put together a proposal for landscape design services for the Historic Tea Garden at Sequoia High School in Redwood City. It was a pleasure meeting you at the school site and having the opportunity to listen to your goals for the rehab of this historic project.

This document describes the professional relationship and scope of work that will guide us through a successful project.

I. PARTIES:

- A. Client: Sequoia Union High School District  
Contact: Matthew Zito  
Chief Facilities Officer  
Sequoia Union High School District  
Redwood City, CA 94577  
Email: mzito@seq.org  
Phone: (650) 369-8870 x22357
- B. Consultant: BASE Landscape Architecture  
Contact: Andreas Stavropoulos, Principal and Co-Founder  
45 29<sup>th</sup> Street  
San Francisco, CA 94114  
Tel: (415) 710-0431  
Email: andreas@baselandscape.com

## II. CONTEXT FOR WORK

Sequoia High School in Redwood City will remodel the historic tea garden at the school's core. The remodel is prompted by the failed drainage system as well as the damage to the existing landscape. Our remodel of the tea garden will incorporate and review the existing pedestrian circulation routes around the perimeter and in the interior. The paths vary in their degree of disrepair and inaccessibility. We will identify the meaningful destinations throughout the garden and develop an accessible route that links them. While some paths will be regraded to create ADA accessible routes, other paths will become "ornamental trails" throughout the garden and will be replaced with stepping stones. We will work with Bill Henn and Hohbach-Lewin to develop a new site grading and paving plan in order to address the significant grade change that has occurred over time and has led to water damage to numerous structures. The construction budget for this project is expected to fall within the \$250,000 - \$500,000 range.

Since alumni have donated many elements and performed maintenance work in the garden, it will be important to engage in a dialogue with alumni representatives about changes to the garden and work to identify important garden elements that should remain in the garden as featured elements.

The trees in the garden are overgrown and require extensive aesthetic pruning (and in some cases removal) to ensure the long term viability and health of the garden. The irrigation system also requires assessment, repair, and reconfiguration to meet the new design.

Given the importance of alumni and the extended school community's involvement in the project, a community engagement process will be very important. BASE will collaborate with the client to create and implement an overall engagement strategy for the project. Excellent communication will be necessary to ensure all parties are heard and involved for agreement of the project and the remodel design. BASE will facilitate the community meetings as necessary and will assist school staff with the coordination of all parties.

Our design will also include site lighting to provide accent and safety lighting for the garden. We will work with you to determine the exact programmatic needs for lighting as the project moves forward.

### **Summary Directives:**

The Historic Tea Garden shall:

- Reflect the values of the project stakeholders
- Maintain the identity of the site
- Be regraded to create an accessible path of travel throughout the site and address drainage issues.
- Engage all parties involved and build consensus for the project
- Leverage the existing design and beauty of the mature trees

## III. DESCRIPTION OF SERVICES – EXHIBIT A

BASE is assigned with the remodel of the Historic Tea Garden at Sequoia High School. The scope of this project entails working with school Staff, and community representatives from the alumni group and other extended school community to develop consensus on the redesign of the historic tea garden. Based on feedback made by the group on preliminary designs presented by BASE, we will create a circulation plan, tree protection and removal plan, determine the overall look of the tea garden redesign with material image boards, create a concept design, and create construction documents for the

landscape redesign.

Scope of Services:

#### Task 1 – Community Engagement Plan and Community Meetings

- BASE will work with the school staff to develop a community engagement plan for the historic tea garden redesign. It is important that the redesign reflects stakeholder's needs and concerns and creates a unique identity. Because there are many details to coordinate, a single point of contact will be essential on the client side. Matthew Zito, or an appointed project manager, will serve as the point of contact on the client side and is responsible for communicating with the alumni and extended community and providing design direction in a timely manner, which represents the interests of the team. BASE will help with this coordination and will be available as needed.
- Community meeting – BASE will create and facilitate a community meeting with the community group of stakeholders from the project to learn about the garden and plans that may have been contemplated to date, and to provide insight and input on topics under discussion. During this meeting, we will discuss items that have been donated by the alumni and that are important to the community and must be saved, we will also identify items that need replacement or that can be removed. A follow up reporting meeting will be conducted if required.
- Deliverable: Community engagement plan, graphic materials for meeting, summary report. We anticipate that coordination and feedback for this can be accomplished via email and phone. The engagement plan will be revised and updated throughout the project to integrate new information and decisions as they occur. BASE will provide materials for the community meeting and will facilitate the discussion as well as meeting notes. Client will be responsible for providing the meeting location.
- Timeline: BASE will begin work 4 February 2016 and work with the school staff to complete design and construction documents on a schedule that allows for completion of installation by 1 August 2016.

#### Task 2- Concept Site Design & Concept Imagery

- Based on the input received at from the community outreach, BASE will prepare a concept site design that shows an overall vision for the remodel. Concept design drawings are scaled, lightly illustrated drawings that convey proposed materiality, circulation, general tree and plant demolition and replacement, use zones, landscape features and use areas, existing structures, and new landscape structures, if any.
- BASE will verify proposed design with school staff and civil engineer to ensure code compliance and buildability.
- BASE will present concept site plan to client
- BASE will develop a concept level opinion of probable cost based on the accepted concept plan.
- Client will provide feedback on the concept. Based on this feedback, BASE will update or integrate the plan to create a final concept plan.
- BASE will deliver a finished, large format concept design to the client

#### Task 3 – Construction Drawings

Based on the accepted concept design, BASE will create the following drawings:

- Demolition/Salvage Plan – This plan shows elements that are to remain on the site, elements and objects to be demolished, and elements that should be salvaged for reuse on the project



- Materials Plan – This plan shows all of hardscape, paving, planting areas, site elements (fences, hose bibs, decks, etc)
- Planting Plan – Shows trees to remain, new trees to be planted, shrubs, and groundcover layout. Provides a plant schedule with quantities, species, water use, and other information. For existing trees and shrubs, Arbor report and consulting Arborist provided by SUHSD will be basis for design.
- Layout Plan – This plan provides measurements that will allow a contractor to locate all of the designed elements in the field
- Landscape Lighting Plan – Shows the locations and fixture schedule only for landscape lighting throughout the site. If lighting plan requires electrical engineering, SUHSD will provide that consulting service.
- Construction Details – Includes details for all elements within the landscape scope
- Planting Details – Describes how new trees, shrubs, and groundcovers should be installed
- Specifications – Written document that indicates specifications for the construction and materials to be used
- Opinion of Probable Cost – BASE will develop an opinion of probable costs based on data provided by SUHSD at 50% complete.
- Construction Documents will be submitted for review at 50% and 100% complete.

This project assumes that the irrigation will be design build by the installation contractor. Performance specifications can be provided.

Task 4: Construction Bid & Procurement

- Participate in the bid process (review and analysis) which will include attending a pre-bid walkthrough, responding to pre-bid requests for information (RFI's), and preparing addenda if necessary.

Task 5 – Construction Administration

BASE will perform the following during this Phase.

- Respond to RFI's and provide clarifications as necessary to complete construction.
- Attend weekly construction meetings at the project site (6 total).
- Monitor continued coordination of the work performed by all Sub-Consultants and Subcontractors.
- Review of Contractor submittals including shop drawings, product data, and samples as required by the Contract Documents.
- Preparation of Punch-List items.

IV. BASIS OF COMPENSATION – **EXHIBIT B**

- A. BASE will perform the services outlined above as part of this Agreement. Services are invoiced monthly on a percentage complete basis, and billed to the designated fee breakdown below.

Design Fees:

- Task 1 – Community Engagement Plan and Community Meetings: \$6,800
- Task 2 – Concept Site Design and Imagery \$8,600
- Task 3 – Construction Drawings \$19,800
- Task 4 – Construction Bid & Procurement \$1600
- Task 5 – Construction Administration \$6,600

Total Fees: \$43,400

Reimbursable expenses such as travel, mileage, and printing will be reimbursed at cost.

- B. Fees are invoices monthly on a percent complete basis, and include reimbursable expenses. Payment terms are net 30. Invoices that are unpaid beyond 30 days of the due date of invoice will bear a service charge of 1.5% per month (18% per annum).

**Billing Rate**

Hourly Rate Schedule – January 2016

Landscape Architectural Design Services

<u>Classification</u>	<u>Standard Rate</u>
Principal	\$170
Project Manager	\$165
Landscape Designer	\$105

V. TERMS AND CONDITIONS

- A. BASE acknowledges that it is responsible for coordinating all work and activities of the consultants it hires pursuant to this Agreement and in addition is responsible for all payments and legal obligations to those consultants pursuant to this Agreement.
- B. Should the Scope of Services, Project timeline, or Scope or Client’s design directive change materially, or the Project schedule or budget change, the total compensation will be adjusted accordingly.
- C. Additional design services or meetings not outlined herein will be compensated for on a Time and Material basis according to BASE standard hourly rates. Services outside of this scope will require written authorization by the Client.
- D. This proposal assumes BASE will be provided with information necessary to perform the required work. Information may include graphics, program requirements, decisions, etc. It is also assumed that BASE can rely on the accuracy of the given information given.

I. PAYMENT

Payments may be sent via check to:

BASE Landscape Architecture

EIN: 45-5154215

45 29<sup>th</sup> St

San Francisco, CA 94110

Faithfully Submitted by:  
BASE Landscape Architecture

Approved by:

\_\_\_\_\_  
Andreas Stavropoulos  
Principal & Co-Founder  
January 22th, 2016

\_\_\_\_\_

AGREEMENT  
Between  
Michael Henley and Company LLC  
and  
SEQUOIA UNION HIGH SCHOOL DISTRICT

This Agreement is entered into this 10 day of June (the "Agreement"), by and between the Sequoia Union High School District (the "District"), and Michael Henley and Company LLC (the "Contractor," and, together with the District, the "Parties");

In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions and specifications set forth herein.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Contractor agrees to provide Inspector of Records services. Specifically, Contractor will perform the following:

a. [See Attached Agreement]

2. Contractor agrees to perform all the services in this Agreement at the rate of \$85.00, not to exceed \$96,560.00 for the term of this Agreement.

3. Contractor shall submit a monthly invoice to the District for services rendered under this Agreement no later than the 10th day of the succeeding month. The invoice shall be submitted to the Chief Facilities Officer , and shall set forth the date that services were performed, the amount of time expended by Contractor on each matter, and a specific description of the services performed.

4. It is expressly understood that Contractor is an independent contractor and no agency, employment, partnership, joint venture or other relationship is established, or is intended by this Agreement.

5. Contractor agrees to defend, save harmless, and indemnify District and its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement, and which result from the negligent acts or omissions of Contractor, [his/her/its] officers and/or employees.

6. Contractor agrees that, during the term of this Agreement, Contractor shall have such Bodily Injury, Liability, and Property Damage Liability Insurance as shall protect [him/her/it] while performing work covered by this Agreement from claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from Contractor's performance of services under this Agreement.

7. ~~The Parties agree that, in the absence of the prior written consent of the Assistant Superintendent of Administrative Services, Contractor shall not assign or subcontract this Agreement, either in whole or in part.~~ *MA*

8. This Agreement is complete and contains all the terms and conditions agreed upon by the Parties. No amendment shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement shall be binding on the Parties.

9. This Agreement shall be governed by the laws of the State of California and any action brought in connection therewith shall have as its venue the County of San Mateo.

10. Any notice, request, demand or other communication required or permitted under this Agreement shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, or when deposited with a public courier service for transmittal or delivery, charges prepaid, and addressed as follows:

In the case of District: (district supervisor name & address)

Matthew Zito  
Chief Facilities Officer  
480 James Ave.  
Redwood City, CA 94062

In the case of Contractor: (contractor name & address)

Michael Henley and Company LLC  
10720 Porter Lane,  
San Jose, CA 95127

11. The term of this Agreement shall be from June 2015 until February 2015. This Agreement may be terminated by either Party for any reason upon thirty days' written notice to the other Party.

 6-24-15  
Signature Date

\_\_\_\_\_  
Signed: James Lianides, Ed.D. Date  
Superintendent

Michael Henley and Company LLC  
10720 Porter Lane,  
San Jose, CA 95127  
(408) 499-2690

Budget code:



Sequoia Union High School District  
Community Relations

AGENDA ITEM: Bm (1)  
DATE: 2-3-2016

**Board Policy 1312.3  
UNIFORM COMPLAINT PROCEDURES**

The Board of Trustees recognizes that the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such an informal process, the District shall utilize the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

~~The District shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620)~~

~~The District shall follow uniform complaint procedures when addressing written complaints alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, 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, or based on association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)~~

~~Uniform complaint procedures shall also be used when addressing written complaints alleging District's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal law 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 District Programs and Activities)  
(cf. 1312.1—Complaints Concerning District Employees)  
(cf. 1312.2—Complaints Concerning Instructional Materials)  
(cf. 3260—Fees and Charges)  
(cf. 3320—Claims and Actions Against the District)  
(cf. 3553—Free and Reduced Price Meals)  
(cf. 4031—Complaints Concerning Discrimination in Employment)  
(cf. 5131.2—Bullying)  
(cf. 5145.3—Nondiscrimination/Harassment)  
(cf. 5145.7—Sexual Harassment)  
(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 district's Williams uniform complaint procedure (AR 1312.4).~~

- ~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging District violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

- ~~(cf. 3553 - Free and Reduced Price Meals)~~
- ~~(cf. 3555 - Nutrition Program Compliance)~~
- ~~(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. 6178.1 - Work-Based Learning)~~
- ~~(cf. 6178.2 - Regional Occupational Center/Program)~~
- ~~(cf. 6200 - Adult Education)~~

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610)

- ~~(cf. 0410 - Nondiscrimination in District Programs and Activities)~~
- ~~(cf. 4030 - Nondiscrimination in Employment)~~
- ~~(cf. 4031 - Complaints Concerning Discrimination in Employment)~~

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075).

(cf. 0460 - Local Control and Accountability Plan)

5. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

6. Any other complaint as specified in a district policy

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Board acknowledges and respects student and employee rights 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 Superintendent 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 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 Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

~~The Board recognizes that a neutral mediator can often suggest an early 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 Superintendent or designee may initiate the process. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.~~

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 procedures~~

~~35186 Williams uniform complaint procedures~~

~~37254 Intensive instruction and services for students who have not passed exit exam~~

~~41500-41513 Categorical education block grants~~

~~48985 Notices in language other than English~~

~~49010-49013 Student fees~~

~~49060-49079 Student records~~

~~49490-49590 Child nutrition programs~~

~~52060-52077 Local Control and Accountability~~

~~52160-52178 Bilingual education programs~~

~~52300-52490 Career technical education~~

~~52500-52616.24 Adult schools~~

~~52800-52870 School based program coordination~~

~~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~~

~~GOVERNMENT CODE~~

~~11135 Nondiscrimination in programs or activities funded by state~~

~~12900-12996 Fair Employment and Housing Act~~

~~PENAL CODE~~

~~422.55 Hate crime; definition~~

~~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 principals~~

~~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/about/offices/list/ocr>~~

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

*(cf. 3580 - District Records)*

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

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 procedures

35186 Williams uniform complaint procedures

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

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

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

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

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

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

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age Discrimination Act of 1975  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy Act  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex  
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
Dear Colleague Letter: Title IX Coordinators, April 2015  
Questions and Answers on Title IX and Sexual Violence, April 2014  
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013  
Dear Colleague Letter: Sexual Violence, April 2011  
Dear Colleague Letter: Harassment and Bullying, October 2010  
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001  
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS  
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited-English-Proficient Persons, 2002  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
Family Policy Compliance Office: <http://familypolicy.ed.gov>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>  
U.S. Department of Justice: <http://www.justice.gov>

Policy SEQUOIA UNION HIGH SCHOOL DISTRICT  
adopted: September 17, 1997 Redwood City, California  
revised: January 12, 2005  
revised: June 23, 2010  
revised: August 31, 2011  
revised: November 19, 2014

**Sequoia Union High School District  
Community Relations**

**Administrative Regulation 1312.3  
UNIFORM COMPLAINT PROCEDURES**

~~Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.~~

- ~~(cf. 1312.1 - Complaints Concerning District Employees)~~
- ~~(cf. 1312.2 - Complaints Concerning Instructional Materials)~~
- ~~(cf. 1312.4 - Williams Uniform Complaint Procedures)~~

Except as the Board of Trustees may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

- ~~(cf. 1312.1 - Complaints Concerning District Employees)~~
- ~~(cf. 1312.2 - Complaints Concerning Instructional Materials)~~
- ~~(cf. 1312.4 - Williams Uniform Complaint Procedures)~~
- ~~(cf. 4031 - Complaints Concerning Discrimination in Employment)~~

~~The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)~~

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

**Compliance Officers**

~~The Board of Trustees designates the following compliance officer to receive and investigate complaints and ensure district compliance with law:~~

The Board of Trustees designates the individual identified below as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual also serves as the compliance officer specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual shall receive and coordinate the investigation of complaints and shall ensure District compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)

Superintendent  
480 James Avenue  
Redwood City, CA 94062  
(650) 369-1411 Ext. 2212

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)

The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)  
(cf. 0460 - Local Control and Accountability Plan)  
(cf. 1220 - Citizen Advisory Committees)

*(cf. 3260 - Fees and Charges)*  
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*  
*(cf. 5145.6 - Parental Notifications)*

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
  - a. The district is primarily responsible for compliance with state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline
  - c. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
  - d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

e. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

d. f. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision

e.g.—The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision

(cf. 5145.6—Parental Notifications)

h. Copies of the district's UCP are available free of charge.

#### Procedures

All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

~~All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)~~

#### Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the district. (5 CCR 4630)

A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

A complaint alleging noncompliance with the law regarding the prohibition against requiring

students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013) A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

#### Step 2: Mediation (Alternative Dispute Resolution – ADR)

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. -If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631) If mediation is successful and the complaint is withdrawn, then the district shall take only the



actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### Step 3: Investigation of Complaint

~~The compliance officer is encouraged to hold an investigative meeting within five calendar days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.~~

~~The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. (5 CCR 4631)~~

Within five (5) business day of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to meet to present the information contained in the complaint orally to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Within ten (10) business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

~~To ensure that all pertinent facts are made available, the compliance officer and the complainant may ask other individuals to attend this meeting and provide additional information.~~

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the District shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the

investigation. The district's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

#### Step 4: Response Report of Findings

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

#### Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The report of the District's decision shall be in written in English and in the language of the complainant whenever feasible or required by law.

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

The decision shall include:

1. The findings of fact based on the evidence gathered (5 CCR 4631). In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident

- d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law (5 CCR 4631)
  3. Disposition of the complaint (5 CCR 4631)
  4. Rationale for such disposition (5 CCR 4631)

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective actions, if any are warranted (5 CCR 4631) Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the notice may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint

b. Individual remedies offered or provided to the subject of the complaint

c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal (5 CCR 4631)

~~7. For any decision concerning discrimination harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies (Education Code 262.3)~~

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)

### Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school

or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Information regarding available resources and how to report similar incidents or retaliation
5. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
6. Restorative justice
7. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
8. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

The District may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

#### Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the California Department of Education (CDE) within 15 calendar days of receiving the district's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's complaint procedures
7. Other relevant information requested by the CDE

The CDE may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including cases in which the district has not taken action within 60 calendar days of the date the complaint was filed with the district.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)

Regulation SEQUOIA UNION HIGH SCHOOL DISTRICT  
approved: September 17, 1997 Redwood City, California  
revised: June 23, 2010  
revised: August 31, 2011  
revised: November 19, 2014

DRAFT

Sequoia Union High School District  
All Personnel

AGENDA ITEM: 8m (2)  
DATE: 2-3-2016

**Board Policy 4030**  
**NONDISCRIMINATION IN EMPLOYMENT**

~~The district shall not unlawfully discriminate against employees or job applicants. The district adheres to all applicable federal and state laws concerning nondiscrimination.~~

~~Equal opportunity shall be provided to all employees and applicants in every aspect of personnel policy and practice. The district shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential functions of the job in question.~~

**Unlawful Harassment of Employees**

~~The district is committed to providing a work and educational environment free of unlawful harassment. The district maintains a strict personnel policy prohibiting sexual harassment and harassment of employees and job applicants on the basis of actual or perceived race, religious creed, color, national origin, ancestry, physical or mental disability, medical conditions, veteran status, marital status, pregnancy, gender, sex, sexual orientation, age or any other basis protected by federal, state or local law, ordinance or regulation at any district site and/or activity. All such harassment is unlawful. Irrespective of law, the district believes that all such harassment is offensive. The district's anti harassment policy applies to all persons involved in the operations of the district and employees of the district, including management, supervisors, certificated employees, classified employees, and co workers. Unlawful harassment in any form, including verbal, physical and visual conduct, threats, demands and retaliation, is prohibited. Sexual harassment is defined in Education Code 212.5. Violation of this policy will result in discipline, which may include discharge, depending on the seriousness of the violation.~~

The Board of Trustees is committed to providing District employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits District employees from discriminating against or harassing any other District employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of



employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the District's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the District shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

*(cf. 4033 - Lactation Accommodation)*

Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

The Board also prohibits retaliation against any District employee or job applicant who opposes any discriminatory employment practice by the District or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the District's complaint procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Any district employee who engages or participates in unlawful discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal. to discriminate is in violation of this policy and is subject to disciplinary action which may include discharge, depending on the seriousness of the violation.

Any district employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the principal, district administrator or Superintendent as soon as practical after the incident.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated District coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The District shall protect any employee who does report such incidents from retaliation.

~~The Superintendent or designee shall regularly publicize within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures.~~

The Superintendent or designee shall use all appropriate means to reinforce the District's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the District's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the District's employment practices and, as necessary, shall take action to ensure District compliance with the nondiscrimination laws.

~~Employees who believe they are being harassed because of their sex, race, ancestry or other protected basis, should use the procedure outlines in administrative regulation.~~

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

~~(cf. 1312 Complaints Concerning the Schools)  
(cf. 4031 Unlawful Harassment of Employees)  
(cf. 4111.1 Affirmative Action)  
(cf. 4119.11 Unlawful Harassment of Employees)  
(cf. 4119.3 Duties of Personnel)  
(cf. 4119.41 Employees with Infectious Disease)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~200-262.4 Prohibition of discrimination~~

~~CIVIL CODE~~

~~51.7 Freedom from violence or intimidation~~

~~GOVERNMENT CODE~~

~~11135 Unlawful discrimination~~

~~12900-12996 Fair Employment and Housing Act~~

~~PENAL CODE~~

~~422.56 Definitions, hate crimes~~

~~CODE OF REGULATIONS, TITLE 2~~

~~7287.6 Terms, conditions and privileges of employment~~

~~CODE OF REGULATIONS, TITLE 5~~

~~4900-4965 Nondiscrimination in elementary and secondary education~~

~~UNITED STATES CODE, TITLE 20~~

~~1681-1688 Title IX of the Education Amendments of 1972~~  
~~UNITED STATES CODE, TITLE 29~~  
~~621-634 Age Discrimination in Employment Act~~  
~~794 Section 504 of the Rehabilitation Act of 1973~~  
~~UNITED STATES CODE, TITLE 42~~  
~~2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended~~  
~~2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended~~  
~~2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008~~  
~~2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964~~  
~~12101-12213 Americans with Disabilities Act~~  
~~CODE OF FEDERAL REGULATIONS, TITLE 28~~  
~~35.101-35.190 Americans with Disabilities Act~~  
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~  
~~100.6 Compliance information~~  
~~104.7 Designation of responsible employee for Section 504~~  
~~104.8 Notice~~  
~~106.8 Designation of responsible employee and adoption of grievance procedures~~  
~~106.9 Dissemination of policy~~  
~~COURT DECISIONS~~  
~~Shephard v. Loyola Marymount, (2002) 102 CalApp.4th 837~~

~~Management Resources:~~

~~EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS~~  
~~Questions and Answers: Religious Discrimination in the Workplace, 2008~~  
~~Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the~~  
~~Americans with Disabilities Act, October 2002~~  
~~Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by~~  
~~Supervisors, June 1999~~  
~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS~~  
~~Notice of Non-Discrimination, January 1999~~

~~WEB SITES~~

~~California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>~~  
~~U.S. Department of Education, Office for Civil Rights:~~  
~~<http://www.ed.gov/about/offices/list/ocr>~~  
~~U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>~~

~~(cf. 4118 - Dismissal/Suspension/Disciplinary Action)~~  
~~(cf. 4218 - Dismissal/Suspension/Disciplinary Action)~~

~~Legal Reference:~~

~~EDUCATION CODE~~  
~~200-262.4 Prohibition of discrimination~~  
~~CIVIL CODE~~  
~~51.7 Freedom from violence or intimidation~~  
~~GOVERNMENT CODE~~  
~~11135 Unlawful discrimination~~  
~~11138 Rules and regulations~~  
~~12900-12996 Fair Employment and Housing Act~~  
~~PENAL CODE~~

422.56 Definitions, hate crimes  
CODE OF REGULATIONS, TITLE 2  
11019 Terms, conditions and privileges of employment  
CODE OF REGULATIONS, TITLE 5  
4900-4965 Nondiscrimination in elementary and secondary education programs  
UNITED STATES CODE, TITLE 20  
1681-1688 Title IX of the Education Amendments of 1972  
UNITED STATES CODE, TITLE 29  
621-634 Age Discrimination in Employment Act  
794 Section 504 of the Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 42  
2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended  
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended  
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age discrimination in federally assisted programs  
12101-12213 Americans with Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.101-35.190 Americans with Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 34  
100.6 Compliance information  
104.7 Designation of responsible employee for Section 504  
104.8 Notice  
106.8 Designation of responsible employee and adoption of grievance procedures  
106.9 Dissemination of policy  
110.1-110.39 Nondiscrimination on the basis of age  
COURT DECISIONS  
Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863  
Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS  
California Law Prohibits Workplace Discrimination and Harassment, December 2014  
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
Notice of Non-Discrimination, August 2010  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS  
Questions and Answers: Religious Discrimination in the Workplace, 2008  
New Compliance Manual Section 15: Race and Color Discrimination, April 2006  
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999  
WEB SITES  
California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>  
U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

**Sequoia Union High School District  
All Personnel**

**Administrative Regulation 4030**  
**NONDISCRIMINATION IN EMPLOYMENT**

The District designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the District's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the District's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent, Human Resources and Student Services  
480 James Avenue  
Redwood City, CA 94062  
(650) 369-1411

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, harassment, and retaliation against District employees, volunteers, interns, and job applicants, the Superintendent or designee shall implement the following measures:

1. Publicize the District's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, to employees, volunteers, interns, job applicants, and the general public by: (5 CCR 4960; 34 CFR 100.6, 106.9)
  - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
  - b. Posting them in all District schools and offices, including staff lounges and other prominent locations
  - c. Posting them on the District's web site and providing easy access to them through District-supported social media, when available

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

2. Provide to employees a handbook that contains information that clearly describes the District's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

3. Provide training to employees, volunteers, and interns regarding the District's nondiscrimination policy, including what constitutes unlawful discrimination.

harassment, and retaliation and how and to whom a report of an incident should be made

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

4. Periodically review the District's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure District compliance with law

### Complaint Procedure

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant who is an employee shall inform his/her supervisor. However, if the supervisor is the person against whom the employee is complaining, the employee shall inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

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

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the District's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation as soon as possible. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, District legal counsel, or the District's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 30 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a District employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

### **Other Remedies**

In addition to filing a discrimination or harassment complaint with the District, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

DRAFT



# Sequoia Union HSD

## Administrative Regulation

### ~~Unlawful Harassment Of Employees~~

AR-4031-  
**Personnel**

#### Employee Complaint Procedure

~~Employees have a right to redress for unlawful harassment. In order to secure this right, affected employees should provide a complaint, preferably but not necessarily in writing, to the Assistant Superintendent, or to the Superintendent, both located at 480 James Avenue, Redwood City, California, telephone 369-1411, as soon as possible, but at least within six months of the date the alleged harassment occurred or within six months of the date the employee first obtained knowledge regarding the alleged harassment. Employee's complaints should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. The District will immediately undertake an effective, thorough and objective investigation of the harassment allegations. The investigation will be conducted in a manner that protects the confidentiality on the parties and the facts. This investigation will be completed and a determination regarding the alleged harassment will be made and communicated to the employee within 60 days after the District receives the complaint.~~

~~If the District determines that unlawful harassment has occurred, it will take effective remedial action commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment. The District will take appropriate action to remedy any employment related loss to the victim resulting from harassment. The District will not retaliate against the employee for filing a complaint and will not knowingly permit retaliation by management or supervisory employees or co-workers.~~

~~The District encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be resolved quickly and fairly. A complaint may be filed directly with the State Superintendent of Public Instruction in a variety of circumstances. More information on this complaint process may be obtained from the Assistant Superintendent, or the Superintendent, both located at 480 James Avenue, Redwood City, California, telephone 369-1411.~~

~~Employees should be aware that the California Department of Fair Employment and Housing (DFEH) also investigates and prosecutes complaints of prohibited harassment in employment. If employees think they have been harassed or retaliated against for resisting or complaining about harassment, employees may file a complaint with DFEH. The nearest DFEH office is listed in the telephone book. DFEH will investigate the complaint. If the complaint has merit, DFEH will attempt to resolve it. If no resolution is possible, DFEH may prosecute the case with its own attorney before the Fair Employment and Housing Commission. The Commission may order the harassment stopped and can require the employer to pay money damages and reinstate the employee or give other appropriate relief. Employees should also be aware that the U.S. Office of~~

~~Civil Rights investigates complaints of harassment on the basis of sex, race, color, national origin, marital status, sexual orientation, blindness or severely impaired vision or other protected basis in education programs that receive federal financial assistance. If employees think they have been harassed or retaliated against for resisting or complaining about harassment, they may file a complaint with the Office. Information on beginning this complaint process may be obtained from the Assistant Superintendent, or by calling the U.S. Office of Civil Rights directly.~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~200-262.3—Prohibition of discrimination~~

~~GOVERNMENT CODE~~

~~12920-12921—Nondiscrimination~~

~~12940-12948—Discrimination prohibited; unlawful practices, generally~~

~~TITLE VI, CIVIL RIGHTS ACT OF 1964~~

~~TITLE VII, CIVIL RIGHTS ACT OF 1964~~

~~TITLE IX, EDUCATION AMENDMENTS OF 1972~~

~~SECTION 504, REHABILITATION ACT OF 1973~~

~~AGE DISCRIMINATION ACT OF 1975~~

~~AMERICANS WITH DISABILITIES ACT~~

~~Regulation—SEQUOIA UNION HIGH SCHOOL DISTRICT  
approved: December 10, 1997 Redwood City, California~~

**Memorandum of Understanding**  
**by and between the Sequoia Union High School District**  
**and the San Mateo Union High School District**  
**Relating to Contributions for Students Enrolled in District-Sponsored Charter Schools and**  
**Priorities for Student Enrollment Lotteries at Design Tech Charter High School**

This Memorandum of Understanding ("MOU") is entered between the SEQUOIA UNION HIGH SCHOOL DISTRICT ("SUHSD") and the SAN MATEO UNION HIGH SCHOOL DISTRICT ("SMUHSD"), each a union high school district formed and existing under the laws of the State of California. This agreement shall be effective as of January \_\_, 2016 and shall remain in effect for the time period set forth below. SUHSD and SMUHSD are sometimes individually referred to herein as a "Party," and collectively, as "the Parties."

Pursuant to Section 47635 of the California Education Code, sponsoring local education agencies, including school districts, are required to transfer certain funds to sponsored charter schools in lieu of property taxes for each student in the charter school sponsored by the local education agency. Charter schools may apply for certain categorical funding from the State of California. The State of California provides backfill funding to school districts for the amounts of their Local Control Funding Formula ("LCFF") grants that these districts must contribute to the charter schools that they sponsor.

Under current law, community funded school districts (sometimes also referred to as "basic aid" school districts), such as SUHSD and SMUHSD, receive specified State funding for students residing within the boundaries of LCFF school districts who attend a charter school sponsored by the community funded school district. However, community funded school districts receive no State reimbursement for students attending a sponsored charter school who reside within the boundaries of another community funded school district. Therefore, a charter school can impose significant financial burdens on the sponsoring community funded school district when the charter school draws students from other community funded school districts.

SMUSD is the sponsoring school district for Design Tech Charter High School ("d.tech"). d.tech has proposed certain material revisions to its charter to address, among other things, a proposed future relocation of the school to Redwood Shores, within SUHSD's jurisdictional boundaries. In light of this proposed relocation, d.tech has also proposed a charter amendment to afford students residing within the SUHSD boundaries a higher priority in the event of an enrollment lottery than they would have under d.tech's original charter. The Parties agree that such a charter amendment is appropriate.

In order to more equitably share these financial burdens described above and in acknowledgment of d.tech's planned relocation to a campus in the SUHSD jurisdictional boundaries, the Parties agree to the following:

1. With respect to any student who resides within the jurisdictional boundaries of a Party school district who attends a charter school sponsored by the other Party school district, the Party that is the district of residence of such a student will transfer to the Party school district that sponsors the charter school for each such student an amount equal to one hundred percent (100%) of the LCFF base grant per unit of average daily attendance (.e., the amount that the receiving district is required to transfer to the charter school for that student).
2. The grant described in section 1 of this MOU shall be made only for students attending grade

levels at which the Party school district of residence operates regular comprehensive educational programs.

3. For purposes of this MOU, a school district shall be considered a “sponsoring school district” if it meets the conditions set forth in section 47632(i)(1) of the California Education Code.
4. The funding obligations contained in section 1 of this MOU shall become effective as soon as the MOU is duly approved by each Party and shall remain in effect for so long as each Party is a community funded/ basic aid school district or until any of the other conditions contained in this section 4 of the MOU applies. If a Party ceases to be a community funded/basic aid school district, the obligations contained in section 1 of this MOU shall terminate as of that time. Further, in the event that statutory or regulatory changes are adopted to Part 26.8 of the California Education Code that change the Charter School funding provisions relative to community funded/basic aid school districts, the Parties agree that it shall remain their intent that the amount the district of residence will transfer to a sponsoring school district for each student described in Section 1 shall remain the amount that the sponsoring district is required to transfer to the charter school for such student. Notwithstanding the foregoing, either Party may terminate the funding arrangement contained in section 1 of this MOU, effective as of July 1<sup>st</sup> of a given year by giving the Superintendent of the other Party written notice by December 31<sup>st</sup> of the immediately preceding year.
5. As long as the funding obligations set forth in Section 1 of his MOU continue to apply, any Party required to transfer funds pursuant to Section 1 will transfer such funding in monthly installments, by no later than the 15<sup>th</sup> of each month. Such transfers will be calculated and made based on average daily attendance projections, with a reconciliation in June of every year during the term of this MOU.
6. SMUHSD agrees that, as long as it remains the sponsoring school district for d.tech and d.tech maintains a campus within the jurisdictional boundaries of SUHSD, it shall exercise good faith and reasonable efforts to ensure that d.tech’s charter is amended to provide, and that the charter continues to provide, the following, effective as of the 2016-2017 school year, with respect to student priority in the event of an enrollment lottery:

Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

- Children of d.tech employees.
- Children who are siblings of current d.tech students.
- Children of d.tech founding team members.
- Children who reside within the boundaries of SMUHSD shall be given a 5:1 preference.
- Because d.tech is planning a future move of its campus to a location within the boundaries of the Sequoia Union High School District (SUHSD), beginning with the 2016-2017 school year, children who reside within the boundaries of SUHSD shall be given a 4:1 preference.
- All other children will be given a 1:1 preference.

7. To the extent that, and for so long as, d.tech's charter so provides, SMUHSD agrees that, with the exception of students who claim residency within the jurisdictional boundaries of the SUHSD, SMUHSD will receive applications for all students seeking enrollment at d.tech and that SMUHSD will verify the residency of all such students. SUHSD will receive applications for all students seeking enrollment at d.tech who claim residency within the jurisdictional boundaries of SUHSD and will verify the residency of such students.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By:

Title:

Date:

SAN MATEO UNION HIGH SCHOOL  
DISTRICT

By:

Title:

Date:



**SEQUOIA UNION HIGH SCHOOL DISTRICT  
BOARD AGENDA ITEM**

**AGENDA ITEM**     13a

**TITLE** DISCUSSION OF LATE START AT CARLMONT HIGH SCHOOL

**FOR INFORMATION** \_\_\_\_\_ **FOR ACTION** \_\_\_\_\_ **FOR DISCUSSION** 1/20/16 **GOAL** \_\_\_\_\_

**CONTACT PERSON** James Lianides, Ext. 22212

**SITUATION**

Based on research on sleep needs of adolescents, three out of the four comprehensive high schools have adopted a later start to daily classes. In October 2009, the Board directed staff to have all District schools move to a later start time based on information presented by District parents, Dr. Mark Rosekind (currently Chair of the National Transportation Safety Board), and Dr. Bill Dement at Stanford. At the time Carlmont High School did not move its start time mainly due to transportation concerns involving SamTrans and district transportation from East Palo Alto.

Recently staff learned that State Senator Jerry Hill will be introducing legislation that will require a discussion at the local school board level about school start times in an attempt to encourage a dialogue around the advantages of a later school start time to adolescents.

The American Academy of Pediatrics has stated: “The research is clear that adolescents who get enough sleep have a reduced risk of being overweight or suffering depression, are less likely to be involved in automobile accidents, and have better grades, higher standardized test scores and an overall better quality of life.” “Studies have shown that delaying early school start times is one key factor that can help adolescents get the sleep they need to grow and learn.”

SamTrans has now indicated that it is now able to accommodate a later start time at Carlmont without any adverse impact on Ralston Middle School, which it also serves with many of the same buses. The issue with the district buses from East Palo Alto related to commute traffic on Highway 101, which would require extra travel time for students, thus, limiting much of the benefit. Due to the boundary changes, there are relatively few students from the Ravenswood community that are opting to attend Carlmont. In many cases these students are taking seven classes in which case they would not be affected a change in start time. It is expected that beginning in the 2016-17 school year only two buses will be needed to transport the remaining East Palo Alto students to Carlmont.

Beginning in the 2016-17 school year Carlmont is proposing a flip flop of first and seventh periods as its means to offer a later start of school to approximately two thirds of its students that are taking six classes. The remaining one third of students taking seven classes will not be affected by this change. The new start time for Carlmont will be 8:57 a.m. for those on a six-period day and will continue to be at 8:00 a.m. for those students on a seven-period day. Besides bringing Carlmont into alignment with the other high schools in terms of its start time, this change will also have a large positive effect on easing traffic congestion along the Alameda de las Pulgas during the early morning commute hour. The traffic study that was done through the Four Corners Multi-agency Task Force noted that traffic along Alameda was much better on Wednesdays when Carlmont has its current later start.

In order to move the Carlmont students to a later start schedule with the least amount of disruption the school is proposing the following change to the bell schedule.

<b>Period</b>	<b>Regular Day</b>	<b>Wednesday (minimum day)</b>
0	8:00-8:50 a.m.	8:53-9:36 a.m.
1	8:57-9:47 a.m.	9:43-10:26 a.m.
2	9:54-10:44 a.m.	10:33-11:16 a.m.
3	10:51-11:44 a.m.	11:23-12:09
Lunch	11:44 a.m.-12:31 p.m.	12:09 a.m.-12:52 p.m.
4	12:31-1:21 p.m.	12:52-1:35 p.m.
5	1:28-2:18 p.m.	1:42-2:25 p.m.
6	2:25-3:15 p.m.	2:32-3:15 p.m.

The majority of students will be scheduled into a first (1<sup>st</sup>) through sixth (6<sup>th</sup>) period day. The students scheduled into a zero (0) period will be the students who need seven classes as a result of the program in which they are enrolled, such as: Advancement Via Individual Determination (AVID), Support, Study Skills, or Intervention. It is anticipated that about 30-35 percent of our student population will be enrolled in a zero-period class. All students will end their day at 3:15 p.m.

Principal Crame has discussed this proposed change with the following groups at Carlmont: Governance Council, Site Council, Parent Teacher Student Association (PTSA), Carlmont Academic Foundation, and the Athletic Boosters Club. He has also discussed the later start proposal with department chairs and with the entire staff on several occasions. An email notification went out to all parents the week before winter break with details about this proposal.

Ralph Crame, Principal of Carlmont High School, will be present to make a short presentation and answer questions. At least one other district principal will also be present to speak to how the later start was implemented at his / her school.

The late start proposal for Carlmont is being brought forward for Board discussion. Assuming it has Board support in its current form, it will be brought back to the Board for action at the February 3 meeting.



**SCHOOL DAY**

The Board of Trustees shall fix the length of the school day subject to the provisions of law. (Education Code 46100)

*(cf. 6111 - School Calendar)*

The Superintendent or designee shall schedule class periods giving consideration to course requirements and curricular demands, availability of school facilities, the age and attention span of students, and legal requirements.

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

*(cf. 4131 - Staff Development)*

A significant body of scientific research demonstrates a high correlation between adequate sleep for high school age students and their overall mental and physical wellness. The research indicates that this age student requires nine hours of sleep daily to increase achievement, productivity and engagement.

The start time of school can influence the sleep patterns of students. Evidence from American high schools who have adopted later school start times shows increased student wellness, engagement and achievement.

The Board directs the administration to develop and implement regulations that will ensure students who select six or less classes start school no earlier than 8:30 a.m.

*Legal Reference: (see next page)*

## SCHOOL DAY (continued)

### *Legal Reference:*

#### EDUCATION CODE

- 8970-8974 *Early primary program, including extended-day kindergarten*
- 37202 *Equal time in all schools*
- 37670 *Year-round schools*
- 46010 *Total days of attendance*
- 46100 *Length of schoolday*
- 46110-46119 *Kindergarten and elementary schools (day of attendance)*
- 46140-46147 *Junior high school and high school (day of attendance)*
- 46160-46162 *Alternative schedule - junior high and high school*
- 46170 *Minimum day - continuation schools*
- 46180 *Opportunity schools (minimum day)*
- 46190-46192 *Adult school (day of attendance)*
- 46200-46206 *Incentives for longer instructional day and year*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

*Kindergarten Information, June 7, 2002*

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*The Uses of Time for Teaching and Learning, October 1996*

*Extending Learning Time for Disadvantaged Students, August 1995*

#### NATIONAL EDUCATION COMMISSION ON TIME AND LEARNING PUBLICATIONS

*Prisoners of Time, April 1994*

#### WEB SITES

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

**SCHOOL DAY**

The minimum school day for high school students shall be 240 minutes unless otherwise provided by law. (Education Code 46141-46147)

The minimum school day shall be 180 minutes for students enrolled in a continuation high school, continuation education classes, opportunity school or classes, adult education classes, special day or Saturday vocational training program, or specified work experience program. (Education Code 46144, 46170, 46180, 46190)

*(cf. 6178.1 - Work Experience Education)*

*(cf. 6184 - Continuation Education)*

*(cf. 6200 - Adult Education)*

**Alternative Block Schedule for High Schools**

The Board of Trustees may authorize any student to attend fewer school days in any district high school as long as the student attends classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period to accommodate career technical education, regional occupational center and program courses, or block or other alternative school class schedules. (Education Code 46160)

*(cf. 6178 - Career Technical Education)*

*(cf. 6181- Alternative Schools)*

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

*(cf. 9320 - Meetings and Notices)*

By March 2010 each comprehensive high school will develop a bell schedule that allows all students selecting six or less classes to start school no earlier than 8:30 a.m.

Once approved by the superintendent these bell schedules will be implemented in the fall of 2010.

A limited number of "Zero Period" sections may start before 8:30 a.m. for students who need to take seven classes per day.

**SCHOOL DAY** (continued)

All schools are encouraged to explore student class schedules where the seventh class a student needs to take may occur in the afternoon, evening or on Saturday. It is understood that such an approach to scheduling classes may require negotiations with the Sequoia District Teachers Association.

All schools will provide ninth grade students and their parents with information about the sleep needs of teen-age students.

In October and February each year the principals will report to the superintendent the number and percentage of students who are starting school later and earlier than 8:30 a.m.