

SERVICE AGREEMENT FOR EXPANDED LEARNING PROGRAMS

This Service Agreement (“Agreement”) is entered into on June 09, 2026 (“Effective Date”), by and between the Visalia Unified School District, a California public school district (“District”), and City of Visalia, a California government entity (“Contractor”). District and Contractor may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the California Legislature established the Expanded Learning Opportunities Program (“ELOP”), providing local educational agencies (“LEAs”) funding for before school, after school, summer, or intersession learning programs that focus on the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences; and

WHEREAS, the District receives funding for the following (“Program Funding”):

- After School Education and Safety (ASES) to implement an after-school program,
- Extended Learning Opportunities Program (ELOP) funds to implement an expanded learning program,
- Federal After School Safety Enrichment for Teens (ASSETs) Grant to implement an expanded learning program at the high school level,
- Federal 21st Century Community Learning Centers Grant (21st CCLC) to implement an after-school expanded learning program,
- Federal 21st Century Community Learning Centers (21st CCLC) Supplemental Grants to implement an ELOP outside of the regular 180-day school year; and

WHEREAS, the District wishes to partner with community entities to provide before school, after school, summer, or intersession learning programs to District students; and

WHEREAS, Contractor is duly licensed, qualified, and willing to provide an enrichment program in accordance with all ELOP and Program Funding requirements relevant to its program for District students; and

WHEREAS, the District desires to hire Contractor, and Contractor agrees, to provide expanded learning services to District students in grades 1 through 6 at various District schools (“School Sites”) in accordance with ELOP and Program Funding requirements; and

WHEREAS, Contractor agrees to provide the expanded learning program(s) specified in Exhibit A, which will be referred to (collectively) as “Contractor Program(s)”; and

WHEREAS, District and Contractor will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities for District students in accordance with ELOP and Program Funding requirements.

NOW, THEREFORE, in consideration of the mutual promises, assurances, covenants, and other consideration set forth below, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Parties agree that the recitals set forth above are true and correct.
2. **Term.** The term of this Agreement shall commence on August 13, 2026, and terminate on June 04, 2027, (“Term”) unless otherwise stated in Section 6 below. There shall be no extension of the Term without a written amendment signed by all Parties and approved by the District’s governing board.
3. **Scope of Services.** Contractor agrees to provide the specific services (“Services” or “Scope of Services”) described in **Exhibit A – Scope of Services**, attached hereto and incorporated herein by reference.
4. **Contractor Duties.** Contractor agrees to carry out the responsibilities described in **Exhibit B – Contractor Duties**, attached hereto and incorporated herein by reference.
5. **District Duties.** District agrees to carry out the responsibilities described in **Exhibit C – District Duties**, attached hereto and incorporated herein by reference.
6. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party pursuant to the “Notices” section below. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if:
 - a) Contractor materially breaches any of the terms of this Agreement;
 - b) Any act or omission of Contractor or its employees, agents, or volunteers exposes District to potential liability or may cause an increase in District’s insurance premiums;
 - c) Contractor is adjudged bankrupt;
 - d) Contractor makes a general assignment for the benefit of creditors;
 - e) A receiver is appointed because of Contractor’s insolvency; and/or
 - f) Contractor fails to comply with the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement.

Written notice of termination by the District shall be sufficient to stop further performance of Services by Contractor. Such termination shall be effective immediately upon Contractor’s receipt of the notice. In the event of early termination, Contractor shall invoice District within thirty (30) days of the termination for all outstanding fees and expenses incurred up to the date of termination which are due and payable to Contractor by the District. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise.

Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the nature of the breach is such that it cannot be cured within a five (5) day period, the Parties may consent in writing to a different time period in which the defaulting party may cure the failure. If the breach is not remedied within the five (5) day period or the additional time agreed upon in writing, the non-defaulting party may terminate the Agreement upon written notice specifying the date of termination.

Termination of this Agreement shall not terminate Contractor's obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

7. **Contractor Qualifications.** Contractor represents and warrants that Contractor and all of Contractor's employees, agents, or volunteers, have in effect and shall maintain in full effect throughout the Term of this Agreement all licenses, credentials, permits, and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all terms set forth in this Agreement. All Contractor employees, agents, or volunteers who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. Contractor shall provide proof of such licenses, credentials, permits, or any other required qualifications upon reasonable request by District. Contractor agrees to perform all Services and requirements of this Agreement in a professional and competent manner, consistent with federal, state, and local law. Contractor represents that Contractor has sufficient resources and staff to fully perform all Services and requirements of this Agreement.

8. **Payment of Fees for Services and Expense Reimbursement.** District agrees to pay Contractor for services rendered pursuant to this Agreement in an amount and manner described in **Exhibit D – Fee and Payment Structure**, attached hereto and incorporated herein by reference.

9. **Non-appropriation of Funds.** Contractor understands that the payments made to Contractor by the District for the Services provided under this Agreement are derived from federal, state, or local funding sources, which are subject to curtailment, reduction, or termination by government agencies beyond the control of the District. If at any time during the Term of this Agreement, the District does not appropriate sufficient funds to pay for Contractor Services, District reserves the right to terminate this Agreement in accordance with Section 6. In such an event, District shall have no further obligations to pay any funds to Contractor or furnish any other consideration under this Agreement, and Contractor shall not be obligated to perform any Services pursuant to this Agreement.

10. **Equipment and Material.** Except as provided below, Contractor, at its sole cost and expense and without reimbursement by District, unless expressly stated in this Agreement, shall provide and furnish all tools, labor, materials, equipment, transportation services, and any other items (collectively, "Equipment") which are required or necessary to perform the Services of this Agreement in a manner which is consistent with generally accepted standards of the profession for similar services.

Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse, or failure of any Equipment used by Contractor, even if such Equipment is furnished, rented, or loaned to Contractor by District. Furthermore, District may reject any Equipment that does not conform to the requirements of this Agreement, and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

District agrees to provide the following Equipment to Contractor ("District Equipment"): **N.A.**

11. Independent Contractor. In the performance of this Agreement, Contractor shall be and act as an independent contractor. Contractor is not an agent or employee of District. Notwithstanding Contractor's status as an independent contractor, District shall have the right to monitor and evaluate Contractor's performance to ensure compliance with Program Funding, federal and state laws, and the terms and conditions of this Agreement. Contractor is hereby retained to provide the specified Services for District. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to District employees and/or to which District's employees are normally entitled. Contractor retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Contractor in its performance under this Agreement. With respect to Contractor's employees, Contractor shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employment taxes whether federal, state, or local, and compliance with any and all other laws regulating employment.

12. Insurance. Without limiting Contractor's liability, or indemnification obligations set forth herein, Contractor shall secure and maintain insurance consistent with the requirements contained in **Exhibit E – Insurance Requirements** (which is attached hereto and incorporated herein by reference) throughout the Term of this Agreement. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District.

13. Indemnification and Hold Harmless. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits, and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, or Contractor's agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to performance of the Services, breach of any of the representations or warranties contained in this Agreement, for injury to or death of persons, damage to property, delay, or damage to the District or District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Contractor's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against District arising under this Agreement and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of District. The indemnification provided for in this section also includes any claims that may be made against the District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor under the California Fair Employment and Housing Act. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

14. Fingerprinting/Criminal Background Investigation Certification. Contractor shall at all times, and at no cost to the District, comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1. Before performing any Services under this Agreement, Contractor and all of Contractor's employees and volunteers providing Services shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification, which are attached hereto and incorporated herein by reference in **Exhibit F**.

Contractor warrants that Contractor and all employees and volunteers providing Services have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor and Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. Contractor shall maintain on file information confirming that its employees have passed fingerprinting and criminal background investigation requirements of the Education Code.

Contractor further agrees and acknowledges that, if at any time during the Term, the Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above or the Contractor adds personnel, the Contractor shall immediately notify the District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied, and the District determines whether any contact is permissible.

15. Tuberculosis Certification. Contractor and its employees and volunteers providing Services shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- ☐ Contractor and employees and volunteers will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.
- ☒ The following Contractor employees or volunteers will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406: _____

See attached letter(s) from a licensed medical professional.

Contractor shall maintain on file the certificates showing that all employees and volunteers providing Services were examined and found free from active TB. These forms shall be updated and regularly maintained by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied, and District determines whether any contact is permissible.

16. **Drug and Smoke Free.** Contractor shall ensure that there is no consumption or possession of drugs, alcohol, and/or tobacco products at any time during the implementation or performance of obligations or Services under this Agreement, other than those items which are necessary for a student or employee's disability as permitted by law and District policies.

17. **Compliance with Program Funding Requirements.** This Agreement is subject to the Program Funding and any additional restrictions, limitations, or conditions enacted by the California Department of Education ("CDE") or U.S. Department of Education ("DOE"), which may affect the provisions, terms, or funding of this Agreement. Both parties will adhere to the certified assurances for an after-school component as indicated in the grant applications if such assurances are not previously mentioned in this Agreement. The Certified Assurances are attached hereto and included herein by reference as **Exhibit G**.

18. **Safety and Security.** Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student health and safety. Contractor must request student health information, such as whether the student has allergies, asthma, diabetes, etc., from parents or guardians before student enrollment pursuant to Education Code section 8483.4. Contractor shall also be responsible for ascertaining and adhering to all District Board Policies ("BP") and Administrative Procedures ("AR") pertaining to student health, safety, and security, including, but not limited to, BP/AR 5142 and BP/AR 3516, which are attached hereto and incorporated herein by reference as **Exhibit H**. In addition to providing the fingerprinting and background check information to the District set forth in Section 14, Contractor shall work with the District to deliver any additional necessary information related to Contractor and all Contractor employees and volunteers providing Services so the District can issue a badge to each person, which shall be utilized to access school sites in provision of such Services.

19. **Incident Reporting.** Contractor must notify the District of the occurrence of any accident, incident, or health- or safety-related event within twenty four (24) hours and submit a written report within seven (7) days of its occurrence in accordance with Education Code section 8483.4.

20. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security) and state or federal unemployment insurance contributions, income tax, or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to its employees and otherwise in connection with this Agreement.

Further, the Parties agree as follows (*check one of the following*):

- ☒ Contractor and its employees are neither CalPERS nor CalSTRS retirees.
- ☐ ***CalSTRS Post-Retirement Employment Notice.*** The Parties acknowledge that the Contractor is a CalSTRS retiree and is subject to post-retirement employment restrictions. The CalSTRS Post-Retirement Employment Notice is attached hereto and incorporated herein by reference as **Exhibit I**.
- ☐ ***CalPERS Post-Retirement Employment Notice.*** The Parties acknowledge that the Contractor is a CalPERS retiree and is performing the services set forth in this Agreement as an independent contractor, with no employer-employee relationship existing between the

District and Contractor. Prior to Contractor beginning the services set forth in this Agreement, a formal written independent contractor determination must be made by CalPERS, establishing the Contractor is an independent contractor and can work without post-retirement restrictions. The CalPERS Notice of Exclusion is attached hereto and incorporated herein by reference as **Exhibit J**.

21. Retirement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement consequences to the Contractor or its employees. The Contractor shall assume sole responsibility and liability for any and all retirement consequences that may result from this Agreement, including, but not limited to, all retirement consequences stemming from any payments made to the Contractor as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, automobile allowances, and payments for insurance.

22. Confidential Information. All District information disclosed to Contractor during the course of performance of Services and obligations under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement. Contractor further agrees to comply with the Privacy Requirements listed in defined in **Exhibit K**, which is attached hereto and incorporated herein by reference.

23. Records and Audits. Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with accounting methods and procedures required by state and federal laws and regulations, including, but not limited to, the California School Accounting Manual ("CSAM"). Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five (5) years from the date of final payment under this Agreement.

24. Notices. Any and all written notices relating to this Agreement shall be deemed duly serviced if personally served upon or delivered via registered, certified, or overnight mail at the following address:

If to District, to:

Name: Kirk Shrum
Title: Superintendent
Address: 5000 W. Cypress Ave.
Visalia, CA 93291
Telephone: 559-730-7300
Email: kshrum@vusd.org

If to Contractor, to:

Name: Leslie Caviglia
Title: City Manager
Address: 220 N. Santa Fe Street
Visalia, CA 93292
Telephone: 559-713-4314
Email: leslie.caviglia@visalia.city

25. Assignment, Successors, and Assigns. Neither Party shall assign any right, title, or interest it may acquire by reason of this Agreement, except after first obtaining the written consent of the other Party. District is relying on the skill, training, and experience of Contractor and, as such, Contractor shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

26. Time is of the Essence. Time is of the essence for performance of the Services under this Agreement.

27. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, Education Code section 49406, confidentiality of records, and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

29. Non-Discrimination. The Parties agree there shall be no unlawful discrimination in employment or in the implementation or performance of obligations or Services under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, or any other protected class or characteristic.

30. Dispute Resolution. The Parties shall use their best efforts in good faith to mutually resolve any disputes which may arise between the Parties relating to this Agreement. The Parties shall, as a condition precedent to initiating any litigation against the other Party, demand mediation of any dispute. The Parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each Party shall bear its own attorney's fees related to the mediation.

31. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

32. Attorney's Fees. If a Party to this Agreement commences a legal action against the other Party to enforce a provision of this Agreement or seek damages related to the Services provided under this Agreement, the prevailing Party in the legal action will be entitled to recover

from the other Party all of its reasonable litigation expenses, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

33. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

34. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare.

35. Ambiguity. The Parties to this Agreement hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity. Accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

36. No Authority to Bind. It is understood that neither Party, in its performance of any and all duties under this Agreement, has authority to bind the other Party to any agreements or undertakings with respect to any and all persons or entities with whom such Party deals in the course of its business.

37. Waiver. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy. Furthermore, the failure of District to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so.

38. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

39. Contents of Agreement. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel, and they had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. This Agreement shall not be construed as having been drafted by one Party. Rather, it is the product of the negotiations between the Parties.

40. Conflict of Interest. Contractor warrants that it has no actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. Contractor agrees to comply with the law of the State of California regarding actual or perceived conflicts of interest, including, but not limited to Government Code § 1090 et seq., the Political Reform Act (Gov. Code, § 81000 et seq.), and related regulations promulgated by the California Fair Political Practices Commission. Contractor shall not acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

41. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

42. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

43. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties and, by their signatures, bind the respective Parties to this Agreement.

44. Ratification by School Board. This Agreement shall not become effective and enforceable unless and until it has been ratified and approved by the District's Governing Board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the date set forth below.

VISALIA UNIFIED SCHOOL DISTRICT

By: _____
Kirk Shrum, Superintendent

Date: _____

CITY OF VISALIA

By: _____
Leslie Caviglia, City Manager

Date: _____

By: _____
Ken Richardson, City Attorney

Date: _____

By: _____
Andrew Guzman, Insurance & Benefits Manager

Date: _____

Exhibits enclosed:

- Exhibit A – Scope of Services
- Exhibit B – Contractor Duties
- Exhibit C – District Duties
- Exhibit D – Fee and Payment Structure
- Exhibit E – Insurance Requirements
- Exhibit F – Fingerprinting Notice and Acknowledgement Form
- Exhibit G – Certified Assurances
- Exhibit H – Board Policy and Administrative Procedure 5142 and 3516

Exhibit I – CalSTRS Post-Retirement Employment Notice
Exhibit J – CalPERS Notice of Exclusion
Exhibit K – Privacy Requirements

EXHIBIT A

Scope of Services

Contractor will collaborate with District to provide safe, meaningful, and enjoyable after school education and enrichment programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Contractor agrees to be a flexible, responsive partner to the District and to collaborate closely to accomplish the program objectives and support the changing needs of students and families.

Program Elements

1. Contractor agrees to provide Contractor Program(s) to eligible District students in various grades at the school sites ("Sites" or "School Sites") listed in **Table A.1 in Attachment A to Exhibit A** below.
2. Contractor Program details are described in **Attachment A to Exhibit A**.
3. Contractor will provide Contractor Program(s) consistent with the Program Funding requirements.
4. Contractor may request modifications to the Scope of Services. Such requests shall be submitted to District in writing and contain a clear justification statement as to the need for the modification. Modifications shall not become effective unless and until District approves the request for modification in writing.
5. District agrees to make the School Sites available to Contractor for the purposes of fulfilling the terms of this Agreement and Program Funding requirements. If the funded Sites are unavailable for any reason, District will arrange for the availability of other Site(s) and provide transportation for students to and from that Site(s).

Hours of Operation

6. Contractor will operate Contractor Program(s) during the days and times at the School Sites specified in **Attachment A to Exhibit A**.
7. During State mandated increases in services, Contractor may be required to provide additional services, including additional hours, at the School Sites.

Staffing

8. Contractor shall ensure each Contractor Program maintains a student-to-staff ratio of no more than twenty (20) students per one (1) staff member. Programs serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than ten (10) to one (1).
9. Contractor shall provide staffing and services for additional students.
10. District reserves the right to request the removal of a Contractor staff member from any District Site at any time and for any reason. Contractor agrees to immediately comply and to not reassign the removed staff to any other District Site under any circumstances. Contractor staff member's removal from any District Site shall have no effect on the staff member's employment status with Contractor. Prior to the removal or reassignment of the removed Contractor staff member, Contractor agrees to notify the District of the removal or reassignment and the reasons thereof. If a Contractor staff member is removed from any District Site without providing District with prior notice, Contractor shall notify the District of the removal the following business day.

Enrollment

11. Contractor shall enroll only District students and give first priority enrollment in Contractor Program(s) to District students who are foster students, low socioeconomic status students, English learner students, and homeless students.
12. Contractor shall give second priority enrollment to District students who attend Contractor Program(s) daily.

EXHIBIT A – Attachment A

Program Details

Contractor shall implement the afterschool program for Crowley Elementary students in grades 1 through 6 at the Manuel Hernandez Community Center.

Program Details

1. Contractor will provide contractor program at the Manuel Hernandez Community Center (“MHCC”) Monday through Friday during regular school days.
2. Contractor will operate Athlete Global Program(s) during the days and times at the Sites specified in the Program Schedule listed in **Table A.1, Table A.2, and Table A.3.**
3. Following the conclusion of the regular school day, participating students shall receive a snack at the school site. Contractor will accompany students from the School Site to the MHCC where Contractor Program will be provided. At the conclusion of the Contractor Program at MHCC, Contractor shall escort all students who have not yet been picked up by their parents or guardians back to the School Site, where students will join the primary afterschool program until 6:00 p.m.
4. Contractor shall implement and maintain a strict check-in and check-out process to ensure that all participating students are accounted for at all times. Before transitioning students from the School Site to MHCC, Contractor shall provide the primary afterschool program provider with a daily roster identifying students enrolled in the Contractor Program and confirming which students will be escorted to MHCC for enrichment activities. At the conclusion of the Contractor Program, Contractor shall escort and promptly check them in with the primary afterschool program provider to verify attendance and ensure continuity of supervision. Contractor shall maintain accurate attendance records throughout each transition period and make them available upon request to the school district.
5. Additionally, Contractor Program will include the following elements and activities:
 - a. *Culminating activity at the end of each session listed in Table A.2 below.*

Table A. 1 – SCHOOL SITES

School Name
Crowley Elementary School

Table A. 2 – CONTRACTOR SCHEDULE**Elementary School Sites**

	Session 1	Session 2	Session 3	Session 4	Session 5	Session 6
Term	8/13-9/18	9/21-10/30	11/2-12/18	1/11-2/19	2/22-4/16	4/19-6/4
Staff Schedule	2:00pm-5:30pm	2:00pm-5:30pm	2:00pm-5:30pm	2:00pm-5:30pm	2:00pm-5:30pm	2:00pm-5:30pm
Min Days/Conference	9/14/2026	10/19/2026	C:11/16-11/20, 12/7/2026	1/25/2027	C: 3/10/2027-3/15/2027	6/4/2027
Min Day Program Hours	1:00pm-5:30pm	1:00pm-5:30pm	12:00pm-5:30pm	1:00pm-5:30pm	12:00pm-5:30pm	1:00pm-5:30pm

Table A. 3- PROGRAM SCHEDULE

Elementary Schedule				
Session	Site	Program Selected	Grade Levels	Days
1	CRO	City of Visalia	1-6	M/W/F
1	CRO	City of Visalia	1-6	T/TH
1	CRO	City of Visalia	1-6	M-F
2	CRO	City of Visalia	1-6	M/W/F
2	CRO	City of Visalia	1-6	T/TH
2	CRO	City of Visalia	1-6	M-F
3	CRO	City of Visalia	1-6	M/W/F
3	CRO	City of Visalia	1-6	T/TH
3	CRO	City of Visalia	1-6	M-F
4	CRO	City of Visalia	1-6	M/W/F
4	CRO	City of Visalia	1-6	T/TH
4	CRO	City of Visalia	1-6	M-F
5	CRO	City of Visalia	1-6	M/W/F
5	CRO	City of Visalia	1-6	T/TH
5	CRO	City of Visalia	1-6	M-F
6	CRO	City of Visalia	1-6	M/W/F
6	CRO	City of Visalia	1-6	T/TH
6	CRO	City of Visalia	1-6	M-F

EXHIBIT B

Contractor Duties

Contractor will collaborate with District to provide safe, meaningful, and enjoyable after school education and enrichment programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Contractor agrees to provide Services (**Exhibit A**) according to the terms of this Agreement, Certified Assurances (**Exhibit G**), Program Funding requirements, and federal and state laws.

Program Elements

1. Contractor agrees to coordinate and implement Contractor Program(s) to eligible District students in grades 1 through 6 at the School Sites listed in **Exhibit A**.
2. Contractor agrees to be a flexible, responsive partner to the District and to collaborate closely to accomplish the program objectives and support the changing needs of students.
3. Contract Program(s) will include an educational and literacy element in which tutoring or homework assistance is provided and other elements the District deems necessary.
4. District shall make the School Sites available to Contractor for the purposes of fulfilling the terms of this Agreement and Program Funding requirements. If the funded Sites are unavailable for any reason, District will arrange for the availability of other Site(s) and provide transportation for students to and from that Site(s).
5. Contractor shall collaborate and provide requested information to District to assist in District's periodic review of the Program Plan, which shall include, but may not be limited to, assessment of program goals, program content, outcome measures that the program will use for the next three years, and any other information requested by the California Department of Education ("CDE").

Monitoring and Program Implementation

6. Contractor acknowledges that District has a legal obligation to ensure the expanded learning programs are administered according to Program Funding conditions and federal, state, and local laws.
7. Contractor agrees that District shall at all times maintain control and direction over the Scope of Services being performed under this Agreement.
8. District reserves the right to change or delete the tasks to be performed by Contractor within the Scope of Services and any required due dates consistent with federal and state directives.
9. Contractor understands that these are state and federal grant projects and modifications to the Scope of Services may occur during the Term of the Agreement.
10. Contractor may request modifications to the Scope of Services. The request shall be in writing and contain a clear justification statement as to the need for the modification. District will determine, in its sole discretion, whether any modification to the Scope of Services shall be made. Modifications shall be mutually agreeable to both parties and agreed upon, in writing, consistent with the amendment terms of the Agreement.

11. Contractor consents to on-site monitoring and personal interviews of site directors, program leads, coordinators, advisors, and participants of Contractor Program(s) by appropriate District staff.

Staffing

12. Contractor shall ensure that Contractor Program(s) maintains a student-to-staff ratio of no more than twenty (20) students per one (1) staff member, which shall include staff members from parallel afterschool program providers. Program(s) serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than ten (10) to one (1). Contractor shall provide staffing and services for additional students as needed and/or as directed by the District.
13. Contractor shall employ and manage the staff at each School Site who will service the needs of the children enrolled in Contractor Program(s).
14. Except as otherwise provided herein or subsequently agreed to in writing signed by both District and Contractor, Contractor shall be the employer for all personnel employed in Contractor Program(s), and all volunteers shall provide their services to Contractor.
15. Contractor shall be solely responsible for all costs of employment and personnel administration, including but not limited to wages, salaries, workers' compensation costs, and unemployment costs, with reimbursement from the District.
16. Contractor shall provide coaching and mentoring to Site staff consistent with Contractor standards, will collaborate with District in the implementation of a staff development and training program, and will collaborate with District's staff to integrate service activities between the programs.
17. Contractor shall maintain a staffing level and supplies at School Sites that are consistent for all Contractor Program(s) sites.
18. District reserves the right to request the removal of a Contractor staff member from any District Site at any time and for any reason. Contractor agrees to immediately comply and to not reassign the removed staff to any other District Site under any circumstances. Contractor staff member's removal from any District Site shall have no effect on the staff member's employment status with Contractor. Prior to the removal or reassignment of the removed Contractor staff member, Contractor agrees to notify the District of the removal or reassignment and the reasons thereof. If a Contractor staff member is removed from any District Site without providing District with prior notice, Contractor shall notify the District of the removal the following business day.

Fiscal Responsibilities

19. Contractor understands that all funds expended under this Agreement are subject to annual audits and will be used in accordance with federal and state Program Funding guidelines.
20. Contractor shall establish and maintain adequate, accurate financial and accounting records for Services provided under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.
21. Contractor's books, records, and accounts pertaining to Services rendered under this Agreement shall at all times be open to inspection by authorized District representatives,

the California Department of Education (“CDE”), and the U.S. Department of Education (“DOE”).

22. Contractor shall support all expenditures and costs pursuant to this Agreement by properly executed payrolls, time records, invoices, receipts, contracts, vouchers, orders, any other forms of proof of payment, or any other documents pertaining in whole or in part to this Agreement, and they shall be clearly identified and readily accessible to District.
23. Fiscal Compliance: Notwithstanding any contrary provisions found elsewhere in this Agreement, Contractor, in the expenditure of funds under this Agreement, shall comply with all reasonable application procedures and regulations of the CDE and DOE.
24. Expenditure Reports: Contractor shall submit to the District and/or the CDE a detailed expenditure report with documentation attached for each school site upon the due dates established by the District and Program Funding requirements.
25. Upon request, Contractor shall make such records available within Tulare County to the designated public and/or private auditor of District, the CDE, and the DOE and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

Reports

26. Attendance Reports: “Attendance Reports” record the number of students served and the number of days of Program operation per school site. Contractor shall be responsible for maintaining these records and supporting documentation verifying student attendance and days of operation recorded on Attendance Reports for each school site and reporting these quarterly and/or upon request to Superintendent, District, and the CDE.
27. Evaluation Reports: Evaluation is a required key component of the afterschool program. Contractor shall, consistent with the Program Funding provisions, collect information about results for students and families, and the services and activities offered during Contractor Program(s), as required to the Superintendent, District, and/or the Tulare County of Education (“COE”). District shall provide Contractor with raw data of reading and math scores, school day attendance, and other statistical data required by State or Federal granting agencies, from existing District assessments and databases, with any confidential student records deleted. Contractor shall designate a staff person for the evaluation effort.
28. All reports for each school site shall be submitted by Contractor to the Superintendent, District, and/or COE upon the due dates established by Superintendent, District, and by applicable Program Funding requirements.

EXHIBIT C

District Duties

District will collaborate with Contractor to provide safe, meaningful, and enjoyable after school education and enrichment programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. District agrees to fulfill its obligations in accordance with the terms of this Agreement, Certified Assurances (see **Exhibit G**), Program Funding requirements, and federal, state, and local laws.

Program Responsibilities

1. District shall serve as the Local Education Agency Partner and Fiscal Agent for the Program Funding awarded to District to implement the Contractor Program(s) at the partner schools, listed in **Exhibit A**.
2. District will collaborate with Contractor to identify and meet the needs of students served in the program.
3. District shall provide appropriate facilities, including classrooms, multipurpose room access, rest rooms, specialty room access, and sports field access, to meet the requirements of the Contractor Program(s) at no charge to Contractor.
4. If the school sites listed in **Exhibit A** are unavailable for use outside of the regular 180-day school year for any reason, District will arrange for the availability of another site(s) and transportation for students to and from that site(s).
5. District will provide office and/or clerical support to promote the Contractor Program(s), including but not limited to, distributing flyers to students/ parents, conducting enrollment events, and notifying parents and families of afterschool program enrollment and attendance via automated dialers, text messages, emails, and social media posts.
6. District shall follow all fiscal reports and auditing standards required by the CDE and DOE.
7. District will provide student assessment data to assist Contractor in aligning learning activities and setting academic goals to best support students.
8. District will provide audit documentation to the CDE and/or DOE as required by the Program Funding requirements.

Monitoring

9. District shall monitor the products, services, and performance of Contractor in order to determine to the best possible degree:
 - a. the conditions under which the Program is successful;
 - b. whether Contractor performance is adequate to satisfy the needs of the Contractor Program(s) participants; and
 - c. whether Services provided are consistent with state and federal Program Funding requirements.

Facilities and Transportation

10. District will provide a location for locked supply storage and locked office space for the Contractor staff, specifically for storage of confidential student materials (enrollment forms, emergency contact data, medical information, etc.) at each Program school site.

11. The District shall provide all custodial services and labor, custodial supplies, and utilities consumed during operation of the Contractor Program(s) at the School Sites. In the event of the District implementing work year reduction days, custodial service may not be available to Contractor on those (approximately 2-5 days). In the event of Southern California Edison implementing Critical Peak Pricing Program the District may invoice Contractor for the additional utility costs on those (approximately 5-10 days) within 30 days of the Southern California Edison bill containing those additional costs.
12. District will provide Contractor normal internet access through existing school site internet connectivity for purposes of internet access for program purposes.
13. District may permit Contractor, from time to time, to purchase materials and supplies through the District, based on the discounts received by the District. Contractor agrees to make payment to the District within thirty (30) days or receipt of the invoice(s) from the District.

EXHIBIT D

Fee and Payment Structure

District shall pay Contractor for services satisfactorily rendered pursuant to this Agreement in accordance with the provisions and rate(s)/fee(s) provided below:

1. The fees for Contractor services to be provided under this Agreement shall not exceed **\$40,498.14** (“Total Fee”). Contractor shall not increase the fee over the course of this Agreement. Any work performed by the Contractor in excess of the Total Fee shall not be compensated without District’s prior written approval. All fees under this Agreement are to cover the costs associated with children attending, with a total of approximately # children attending across all School Sites.
2. Method of Payment: Payment will be rendered to the contractor on a monthly basis via Check based on invoice amount.
3. Invoices: District agrees to make payment within thirty (30) days of receipt of an itemized invoice from Contractor on an invoice form provided by the District. Contractor shall provide one consolidated invoice per month, summarizing the total costs for services rendered across all School Sites, including any supporting documentation. Accompanying this invoice, Contractor shall include detailed backup documentation, itemizing the costs and expenses for each individual School Site. “Supporting documentation” must include, at a minimum, an attendance report per School Site, receipts and invoices or other proof of payment for any itemized expenses, administrative fees less than or equal to 10% of the Total Fee, and any additional documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.
4. Expenses not Covered. Except as provided below, District shall not reimburse Contractor for any Expenses. “Expenses” means any costs and expenses incurred in the performance of the Services, including equipment, transportation, mileage, travel fare, living expenses in connection with out-of-town travel, subscription fees, licensing fees, insurance premiums, online subscriptions, referral bonuses, staff training, messenger fees, postage, long distance communications, fax, and the like, unless expressly identified as Reimbursable Expense.
5. Reimbursable Expenses. Notwithstanding the above, District agrees to reimburse Contractor for out-of-pocket expenses, without mark-up, identified below (“Reimbursable Expenses”):
 - a. ☒ **None**. District will not reimburse any expenses in addition to the Total Fee.
 - b. ☐ Reimbursable Expenses include the following:

Reimbursable Expenses shall not exceed \$00.00 per invoice unless Contractor obtains prior written approval from District.

6. Unallowable Use of Program Funding. Contractor shall only use Program Funding for reasonable and necessary expenditures in accordance with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and other applicable regulations. (2 C.F.R, § 200.302 et seq.) In accordance with the Uniform Guidance, unallowable expenditures of Program Funding include, but are not limited to, advertising, public relations costs, advisory councils, alcohol, bad debt, donations, entertainment costs, fundraising costs, recruiting costs, membership costs, rental costs, and any unreasonable and unnecessary expenditures.
7. Program Funding. Contractor hereby acknowledges that District's payments to Contractor are specifically conditioned upon the District's receipt of state and federal funding for extended learning opportunity programs.
 - a. If District's receipt of such Program Funding is for any reason delayed or suspended, District reserves the right to suspend payments to Contractor until such time as Program Funding resumes, and District shall have no obligation to pay Contractor for services provided pursuant to this Agreement except to the extent of such Program Funding received by District. In such an event, however, Contractor may suspend performance of Services until such time as the Program Funding resumes.
 - b. If such Program Funding terminates, District shall have no obligation to continue payments to Contractor, other than for services satisfactorily completed prior to termination of the Program Funding, and this Agreement shall be deemed and construed to automatically terminate immediately upon termination of the Program Funding. In the event this Agreement so terminates, Contractor shall terminate its performance pursuant to this Agreement, provided that the provisions of this Agreement that expressly or implicitly survive termination shall remain in effect.

EXHIBIT E

Insurance Requirements

Contractor shall procure and maintain insurance for the duration of this Agreement against all claims, including but not limited to claims for injuries to persons and damage to property which may arise from, or in connection with, performance under this Agreement by Contractor, its agents, representatives, employees, or subcontractors, if applicable.

1. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:

- a. *Commercial General Liability Insurance***
with limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate (including sexual abuse/molestation coverage, either by separate policy or by an endorsement to the commercial general liability policy).
- b. *Comprehensive Automobile Liability Insurance (if applicable)***
with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- c. *Workers' Compensation and Employer's Liability Insurance as required by law.***

2. Specific Provisions of the Certificate

- a. The Certificate of Insurance for Commercial General Liability, Comprehensive Automobile Liability Insurance, and Professional Errors and Omissions Insurance must meet the following requirements:
 - i. Name the District, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds.
 - ii. State that such Insurance for additional insureds will apply as primary insurance and any other insurance we maintain will be excess.
 - iii. Provide that coverage will not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to District.
- b. The Certificate of Insurance for Workers' Compensation must include the following:
 - i. Waiver of Subrogation. You waive all rights against the District, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability.

3. Deductibles and Self-Insured Retentions

The District Risk Manager must approve any deductible or self-insured retention that exceeds \$10,000.

4. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-) from a company admitted to do business in California. Any waiver of these standards is subject to District's approval by the District Risk Manager or District Risk Manager's designee.

5. Verification of Coverage

Prior to District's approval of this Agreement, Contractor will file with the Superintendent of the District Certificates of Insurance with original endorsements effecting coverage in a form acceptable to the District. The District reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT F

Fingerprinting Notice and Acknowledgement for Contracts

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a District or school employee has a valid criminal records summary as described in Education Code section 44237. (Ed. Code, § 45125.1, subd. (a).) You shall do the same for any other employees as directed by District. (Ed. Code, § 45125.1, subd. (c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Ed Code, § 45125.1, subd. (a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Ed. Code, § 45125.1, subd. (e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code, § 45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code, § 45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code, § 45125.1(h).)

I, _____ (*Name*), as _____ (*Title*) of Contractor, have read the foregoing and agree to comply with the requirements of Education Code section 45125.1 as applicable, including submission of the certificate mentioned above.

Name: _____ Title: _____

Signature: _____ Dated: _____

EXHIBIT F – Attachment A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

- (24) Rape as defined in paragraph (3) of subdivision (a) of Section 261, wherein it is pleaded and proved that the defendant caused the intoxication by administering a controlled substance to the victim without their consent and with the intent to sexually assault the victim.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) Carjacking; (28) Any felony offense, which would also constitute a felony violation of Section 186.22; (29) Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) Throwing acid or flammable substances, in violation of Section 244; (31) Assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) Continuous sexual abuse of a child, in violation of Section 288.5; (36) Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) Intimidation of victims or witnesses, in violation of Section 136.1; (38) Criminal threats, in violation of Section 422; (39) Any attempt to commit a crime listed in this subdivision other than an assault; (40) Any violation of Section 12022.53; (41) A violation of subdivision (b) or (c) of Section 11418; and (42) Human trafficking of a minor, in violation of subdivision (c) of Section 236.1, except, with respect to a violation of paragraph (1) of subdivision (c) of Section 236.1, where the person who committed the offense was a victim of human trafficking, as described in subdivision (b) or (c) of Section 236.1, at the time of the offense; and (43) Any conspiracy to commit an offense described in this subdivision.

EXHIBIT F – Attachment B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or being within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____ through _____

I, _____, am the _____ (*Title*) for _____
(*Contractor Name*), which entered a contract on _____, with the District for ELOP services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Contractor, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Contractor is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

EXHIBIT G

Certified Assurances

ASES and 21CCLC Certified Assurances

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (Ed. Code, § 8482.3(c)(1)(A), 8482.3(f)(6), and 8483.3(c)(1)).
2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (Ed. Code, §§ 8482.3(c)(1)(B), 8482.3(f)(6), and 8483.3(c)(2)). Such activities might involve Science, Technology, Engineering, and Mathematics, the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
3. The program will align the activities provided by the program with the challenging State academic standards (20 U.S.C. § 7172(c)(3)(E)).
4. The program will agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Ed. Code, § 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program will agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (Ed. Code, §§ 8482.3(d)(1), 8482.3(d)(2), and 8483.3(c)(8)).
5. Each partner in the application agrees to share responsibility for the quality of the program (Ed. Code, § 8482.3(f)(3)).
6. The program agrees to follow all fiscal reporting and auditing standards required by the CDE (Ed. Code, § 8482.3(f)(5)).
7. Program agrees to provide information to the department for the purpose of program evaluation and will certify that program evaluations will be based upon any requirements recommended by the Advisory Committee on Before and After School Programs and adopted by the state board, including the annual outcome-based data for evaluation (Ed. Code, §§ 8482.3(f)(7), 8482.3(f)(8), 8483.3(c)(11), and 8484(a)).
8. The program will provide school day attendance rates on participating pupils to the CDE on an annual basis (Ed. Code, §§ 8482.3(f)(10)(A) and 8484(a)(1)(A)).
9. As required by the CDE, programs will submit program attendance on a semiannual basis (Ed. Code, §§ 8482.3(f)(10)(B) and 8484(a)(1)(B)).
10. The program will review their afterschool program plans every three years. The review is to include, but not limited to program goals (a program may specify any new program goals that will apply to the following three years during the grant renewal process), program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the CDE. The grantee shall maintain documentation of the after-school program plan for a minimum of five years (Ed. Code, §§ 8482.3(g)(1)(A) and 8482.3(g)(1)(F)).
11. The program acknowledges that the CDE shall monitor this review as part of its onsite monitoring process (Ed. Code, § 8482.3(g)(2)).
12. Every program established pursuant to this article shall be planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector (Ed. Code, § 8482.5(b); (20 U.S.C. § 7174, subd. (b)(2)(D)(i)).

13. Every pupil attending a school operating a program is eligible to participate in the program, subject to program capacity (Ed. Code, § 8482.6).
14. A program is not required to charge family fees or conduct individual eligibility determination based on need or income (Ed. Code, § 8482.6).
15. Offsite programs shall align the educational and literacy component of the program with participating pupils' regular school programs (Ed. Code, §§ 8482.8(a)(2) and 8484.6(a)). Offsite programs will ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils. (Ed. Code, § 8482.8(a)(2)). No program located off schoolgrounds shall be approved unless safe, supervised transportation is provided to the pupils enrolled in the program (Ed. Code, § 8484.6(a)).
16. The program will commence immediately upon the conclusion of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.) (Ed. Code, § 8483(a)(1)).
17. The program will operate for a minimum of 15 hours per week (Ed. Code, § 8483(a)(1)).
18. The program will operate until at least 6 p.m., on every regular school day (Ed. Code, § 8483(a)(1)).
19. The program will establish a policy regarding reasonable early daily release of pupils from the program (Ed. Code, § 8483 (a)(1)).
20. Elementary school and middle school or junior high pupils should participate in the full day of the program every day during which pupils participate (Ed. Code, § 8483(a)(2)).
21. For middle school or junior high school, programs may implement a flexible attendance schedule for those pupils (Ed. Code, § 8483(a)(3)).
22. First priority for enrollment of pupils in an after school program shall be given to homeless youth and pupils identified by the program as being in foster care (Ed. Code, § 8483(c)(1)(a)) and second priority shall be given to middle school and junior high pupils who attend program daily (Ed. Code, § 8483(c)(1)(b)).
23. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active pupil engagement (Ed. Code, § 8483.3(c)(3)).
24. The program will provide staff training and development (Ed. Code, § 8483.3 (c)(4)).
25. The program will integrate with the regular school day and other expanded learning opportunities (Ed. Code, § 8483.3(c)(5)).
26. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (Ed. Code, § 8483.3(c)(6)).
27. The program will provide opportunities for physical activity (Ed. Code, § 8483.3(c)(7)).
28. The program will assume fiscal accountability (Ed. Code, § 8483.3(c)(9)).
29. The program will meet all of the evaluation requirements (Ed. Code, § 8483.3(c)(11)) and any such data required by the CDE.
30. A grantee shall submit semiannual attendance data and results to facilitate evaluation and compliance in accordance with provisions established by the department (Ed. Code, § 8484.8(e)(6)).
31. The program will engage in the collection and use of pupil social, behavioral, or skill development data to support quality program improvement processes (Ed. Code, § 8483.3(c)(12)).
32. The program will ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1 (Ed. Code, § 8483.4).
33. The program will establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district (Ed. Code, § 8483.4).
34. Selection of the program site supervisors shall be subject to the approval of the school site principal (Ed. Code, § 8483.4).

35. All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (Ed. Code, § 8483.4).
36. All funds expended will supplement, but not supplant, existing funding for after school programs. State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (Ed. Code, §§ 8483.5(e) and 8483.7(b); 20 U.S.C. § 7174(b)(2)(G)).
37. The program may provide three days of staff development during regular program hours using funds from the total grant award (Ed. Code, § 8483.7(a)(1)(J)). (ASES only)
38. The program will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant from the school district, governmental agencies, community organizations, or the private sector. Facilities or space usage may fulfill not more than 25 percent of the required local contribution (Ed. Code, § 8483.7(a)(6)). (ASES only)
39. The program acknowledges that State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (Ed. Code, § 8483.7(b)).
40. A program may expend on indirect costs no more than the lesser the school district's indirect cost rate, as approved by the CDE for the appropriate fiscal year or five percent of the state program funding received (Ed. Code, § 8483.9(a)).
41. The program will not expend more than 15 percent of that funding on administrative costs, which include indirect costs (Ed. Code, § 8483.9(b)).
42. A program will ensure that no less than 85 percent of that funding is allocated to school sites for direct services to pupils. The cost of a program site supervisor may be included as direct services, provided that at least 85 percent of the site supervisor's time is spent at the program site (Ed. Code, § 8483.9(c)).
43. The program shall submit evidence of a data-driven program quality improvement process that is based on CDE's guidance on program quality standards (Ed. Code, § 8484(a)(2)).
44. Programs may be conducted upon the grounds of a community park, recreational facility, or other site as approved by the State Department of Education in the grant application process (Ed. Code, § 8484.6(a)). The program shall take place in a safe and easily accessible facility (20 U.S.C. § 7174(b)(2)(A)(i)).
45. An offsite program shall comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (Ed. Code, § 8484.6(b)).
46. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the CDE in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (Ed. Code, § 48985(a)).
47. The designated public agency representative for the applicant(s) certifies that an annual fiscal audit will be conducted, and that adequate, accurate records will be kept. In addition, each applicant certifies that funds received under this subdivision are expended only for those services and supports for which they are granted. The CDE shall require grant recipients to submit annual budget reports, and the department may withhold funds in subsequent years if after school grant funds are expended for purposes other than as awarded (Ed. Code, § 8484.8(b)(3)). (21CCLC)
48. Grant recipients shall submit quarterly expenditure reports, and the CDE may withhold funds in subsequent years if 21CCLC access or literacy grant funds are expended for purposes other than as granted (Ed. Code, § 8484.8(b)(4)). (21CCLC)
49. Grant awards shall be restricted to those applications that propose primarily to serve pupils that attend schoolwide programs, as described in Title I of the federal No Child Left Behind Act of 2001

- (Pub. L. 107-110). Competitive priority shall prepare a plan for continuing the program beyond federal grant funding (Ed. Code, § 8484.8(e)(5); 20 U.S.C. § 7174(b)(2)(C)). (21CCLC)
50. A grantee shall identify the federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources and shall prepare a plan for continuing the program beyond federal grant funding. (Ed. Code, § 8484.8(e)(5); 20 U.S.C. § 7174(b)(2)(C)). (21CCLC)
 51. The program will maintain in the program's records, and provide to the CDE, a written affirmation signed by officials of each participating private school that the meaningful consultation required under 20 U.S.C. Section 7881(c)(5) has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to eligible private school children. If such officials do not provide such affirmation within a reasonable period of time, the program will forward the documentation that such consultation has, or attempts at such consultation have, taken place to the CDE (20 U.S.C. § 7881(c)(5)). (21CCLC)
 52. The program will target students who primarily attend schools eligible for schoolwide programs under Section 6314 of this title and the families of such students (20 U.S.C. § 7174(b)(2)(F)). (21CCLC)

ASSETs Certified Assurances:

1. The high school after school programs shall serve pupils in grades 9 to 12, inclusive (Ed. Code, § 8421(a)).
2. A high school after school program shall consist of the following two elements:
 - a. An academic assistance element that shall include, but need not be limited to, at least one of the following: tutoring, career exploration, homework assistance, or college preparation, including information about the Cal Grant Program established pursuant to Chapter 1.7 (commencing with Section 69430) of Part 42 of Division 5 of Title 3. The assistance shall be coordinated with the regular academic programs of the pupils (Ed. Code, § 8421(b)(1)(A)). For purposes of this article, "career exploration" means activities that help pupils develop the knowledge and skills that are relevant to their career interests and reinforce academic content (Ed. Code, § 8421(b)(1)(B)).
 - b. An enrichment element that may include, but need, not be limited to, community service, career and technical education, job readiness, opportunities for mentoring and tutoring younger pupils, service learning, arts, computer and technology training, physical fitness, and recreation activities (Ed. Code, § 8421(b)(2)).
3. The program shall operate for a minimum of 15 hours per week (Ed. Code, § 8421(c)).
4. A program operating offsite shall provide:
 - a. Safe transportation (if necessary) (Ed. Code, § 8421(e)(1)), and
 - b. Availability and accessibility as similar programs conducted on school sites (Ed. Code, § 8421(e)(2)).
5. The program certifies that all of the following requirements will be fulfilled, if applicable:
 - a. The application includes a description of the activities that will be available for pupils and lists the program hours (Ed. Code, § 8421(f)(1)).
 - b. The application includes an estimate of the following:
 - i. The number of pupils expected to attend the program on a regular basis (Ed. Code, § 8421(f)(2)(A)).
 - ii. The average hours of attendance per pupil (Ed. Code, § 8421(f)(2)(B)).
 - iii. The percentage of pupils expected to attend the program less than three days a week, three days a week, and more than three days a week, for each quarter or semester during the grant period (Ed. Code, § 8421(f)(2)(C)).

- c. The application documents the commitments of each partner to operate a program at a location or locations that are safe and easily accessible to participating pupils (Ed. Code, § 8421(f)(3); 20 U.S.C. § 7174(b)(2)(A)(i)).
 - d. The application certifies that pupils were involved in the design of the program and describes the extent of that involvement (Ed. Code, § 8421(f)(4)).
 - e. The application identifies federal, state, and local programs that will be combined or coordinated with the high school after school program for the most effective use of public resources and describes a plan for implementing the high school after school program beyond federal grant funding (Ed. Code, § 8421(f)(5); 20 U.S.C. § 7174(b)(2)(G)).
 - f. The application has been approved by the school district, or the charter school governing body, and the principal of each participating school for each school site or other site (Ed. Code, § 8421(f)(6)).
 - g. The application includes a certification that the applicant has complied with the requirement in subdivision (b) of Section 8422 (Ed. Code, § 8421(f)(7)).
 - h. The application includes a certification that each applicant or partner in the application agrees to do all of the following:
 - i. Assume responsibility for the quality of the program (Ed. Code, § 8421(f)(8)(A)).
 - ii. Follow all fiscal reporting and auditing standards required by the department (Ed. Code, § 8421(f)(8)(B)).
 - iii. Provide the following information on participating pupils to the department:
 - 1. School day attendance rates (Ed. Code, § 8421(f)(8)(C)(i))
 - 2. Program attendance (Ed. Code, § 8421(f)(8)(C)(ii))
 - 3. Acknowledge that program evaluations will be based upon the criteria in Section 8427 (Ed. Code, § 8421(f)(8)(D)).
 - i. Certify that the applicant has complied with all federal requirements in preparing and submitting the application (Ed. Code, § 8421(f)(9)).
6. The program certifies all of the following:
- a. Completion of an assessment of pupils' preferences for program activities (Ed. Code, § 8423(c)(1)).
 - b. Access to, and availability of, computers and technology (Ed. Code, § 8423(c)(2)).
 - c. Inclusion of a nutritional snack, meal, or both, and a physical activity element (Ed. Code, § 8423(c)(3)). The physical activity element is applicable only if selected as an enrichment activity as part of Ed. Code, § 8421(b)(2).
 - d. That the program will meet all of the evaluation requirements (Ed. Code, § 8423(c)(4)).
 - e. Fiscal accountability (Ed. Code, § 8423(c)(5)).
 - f. Collection and use of pupil social, behavioral, or skill development data collection to support quality program improvement processes. These pupil data outcomes may relate to specific social-emotional competencies, including, but not necessarily limited to, social skills, self-control, academic mindset, perseverance, conflict resolution, and school connectedness (Ed. Code, § 8423(c)(6)).
7. The designated public agency representative for the applicant(s) certifies that an annual fiscal audit will be conducted, and that adequate, accurate records will be kept. In addition, each applicant certifies that funds received under this subdivision are expended only for those services and supports for which they are granted. The CDE shall require grant recipients to submit annual budget reports, and the department may withhold funds in subsequent years if after school grant funds are expended for purposes other than as awarded (Ed. Code, § 8484.8(b)(3)).
8. Grant recipients shall submit quarterly expenditure reports, and the CDE may withhold funds in subsequent years if access or literacy grant funds are expended for purposes other than as granted (Ed. Code, § 8484.8(b)(4)).

9. Grant awards shall be restricted to those applications that propose primarily to serve pupils that attend schoolwide programs, as described in Title I of the federal No Child Left Behind Act of 2001 (Pub. L. 107-110). Competitive priority shall be given to applications that propose to serve pupils in schools designated as being in need of improvement under subsection (b) of Section 6316 of Title 20 of the United States Code, and that are jointly submitted by school districts and community-based organizations (Ed. Code, § 8484.8(d)).
10. A grantee shall identify the federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources and shall prepare a plan for continuing the program beyond federal grant funding (Ed. Code, § 8484.8(e)(5); 20 U.S.C. § 7174(b)(2)(C)).
11. A grantee shall submit semiannual attendance data and results to facilitate evaluation and compliance in accordance with provisions established by the department (Ed. Code, § 8484.8(e)(6)).
12. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (Ed. Code, § 48985(a)).
13. The program will maintain in the program's records, and provide to the CDE, a written affirmation signed by officials of each participating private school that the meaningful consultation required under 20 U.S.C. Section 7881(c)(5) has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to eligible private school children. If such officials do not provide such affirmation within a reasonable period of time, the program will forward the documentation that such consultation has, or attempts at such consultation have, taken place to the CDE (20 U.S.C. § 7881(c)(5)).
14. All funds expended will supplement, but not supplant, existing funding for after school programs. State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (20 U.S.C. § 7174(b)(2)(G)).
15. The program will target students who primarily attend schools eligible for schoolwide programs under Section 6314 of this title and the families of such students (20 U.S.C. § 7174(b)(2)(F)).
16. The proposed program will be carried out in active collaboration with the schools that participating students attend (including through the sharing of relevant data among the schools) (20 U.S.C. § 7174(b)(2)(D)(i)).
17. The program will align the activities provided by the program with the challenging State academic standards (20 U.S.C. § 7172(c)(3)(E)).

General Assurances and Certifications required for grants supported by state and federal funds:

1. Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code Section 11135; and Chapter 1, Subchapter 4 (commencing with Section 30) of Division I of Title 5, California Code of Regulations (5 C.C.R. § 40).
2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the local educational agency (LEA) will be conducted in compliance with the provisions of Chapter 2, (commencing with Section 200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the California Education Code, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.

3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
5. Programs and services for individuals with disabilities are in compliance with the disability laws. (Pub. L. 105-17; 34 C.F.R. § 300, 303; Section 504 of the Rehabilitation Act of 1973).
6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 U.S.C. § 6321; Pub. L. 114-95, Section 1118(b)(1))
7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
8. School site councils have developed and approved a School Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (Ed. Code, § 64001).
9. LEAs using their own school planning template in place of the SPSA have ensured that the content meets the statutory requirements of schoolwide programs and school improvement (comprehensive support and improvement, targeted support and improvement, and additional targeted support and improvement) under the Every Student Succeeds Act, as applicable. (Ed. Code, § 64001; 20 U.S.C. § 6311; Pub. L. 114-95, Section 1111(d)(1)).
10. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (5 C.C.R. § 4202).
11. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR § 76.722, 76.730, 76.731, 76.760; 2 C.F.R. § 200.333).
12. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 calendar days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 C.C.R. § 4600 et seq.).
13. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 C.F.R. Part 82.
14. The LEA has complied with the certification requirements under 34 C.F.R. Part 84 regarding debarment, suspension and other requirements for a drug-free workplace. (34 C.F.R. Part 84).
15. The LEA will provide the certification on constitutionally protected prayer. (20 U.S.C. § 7904; Pub. L. 114-95, Section 8524(b)).
16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 U.S.C. § 6320; Pub. L. 114-95, Section 1117(d)(1)).
17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 U.S.C. § 7846; Pub. L. 114-95, Section 8306(a)(3)(A-B)).
18. The LEA will participate in the California Assessment of Student Performance and Progress. (Ed. Code, § 60640, et seq.).

19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (Ed. Code, § 45344(a)).
20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of Education Code section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (Ed. Code, § 11502, 11504).
21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (5 C.C.R. § 3942)
22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (United States Constitution, Fourteenth Amendment; California Constitution, Article 1, Section 7; California Gov. Code, § 11135-11139; 42 U.S.C. § 2000d; 5 C.C.R. § 3934).
23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (Ed. Code, § 62002; 5 C.C.R. § 3944, 3946).
24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (Ed. Code, § 63001; 5 C.C.R. § 3944(a)(b)).
25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (Ed. Code, § 48438).
26. Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at C.F.R. Part 84, Subpart F, for grantees, as defined at 34 C.F.R. Part 84, Sections 84.105 and 84.110.
27. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," October 1, 2009.
28. The Federal grant sub recipient has complied with the Federal Funding Accountability and Transparency Act, as defined in 2 C.F.R. Part 25 (Pub. L. 109-282; Pub. L. 110-252) regarding the establishment of a Data Universal Numbering System (DUNS) number and maintaining a current/active registration in the System for Award Management web page.

EXHIBIT H

Board Policy and Administrative Procedure 5142 and Board Policy and Administrative Procedure 3516

Students

BP 5142(a)

SAFETY

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3320 - Claims and Actions Against the District)
(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 3515 - Campus Security)
(cf. 3515.21 - Unmanned Aircraft Systems (Drones))
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3530 - Risk Management/Insurance)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5142.1 - Identification and Reporting of Missing Children)
(cf. 5143 - Insurance)
(cf. 6145.2 - Athletic Competition)
(cf. 6163.2 - Animals at School)
(cf. 7111 - Evaluating Existing Buildings)

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

(cf. 5141.7 - Sun Safety)
(cf. 6142.8 - Comprehensive Health Education)

SAFETY (continued)

Crossing Guards/Student Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

(cf. 5142.2 - Safe Routes to School Program)

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5, 217)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number

(cf. 5141.52 - Suicide Prevention)

2. The National Domestic Violence Hotline

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Legal Reference:

EDUCATION CODE

8482-8484.65 After School Education and Safety Program

17280-17317 Building approvals (Field Act)

17365-17374 Fitness of school facilities for occupancy

32001 Fire alarms and drills

32020 School gates; entrances for emergency vehicles

32030-32034 Eye safety

32040 First aid equipment

32225-32226 Two-way communication devices in classrooms

32240-32245 Lead-free schools

32250-32254 CDE school safety and security resources unit

32280-32289 Safety plans

44807 Duty of teachers concerning conduct of students

44808 Exemption from liability when students are not on school property

44808.5 Permission for students to leave school grounds; notice (high school)

45450-45451 Crossing guards

48900 Hazing

49300-49307 School safety patrol

49330-49335 Injurious objects

Legal Reference continued: (see next page)

SAFETY (continued)

Legal Reference continued:

49341 Hazardous materials in school science laboratories
51202 Instruction in personal and public health and safety
GOVERNMENT CODE
810-996.6 California Tort Claims Act
HEALTH AND SAFETY CODE
115725-115735 Playground safety
115775-115800 Wooden playground equipment
116046 Issuance of best practices guidelines for K-12 pool safety
PENAL CODE
245.6 Hazing
PUBLIC RESOURCES CODE
5411 Purchase of equipment usable by persons with disabilities
VEHICLE CODE
21100 Rules and regulations; crossing guards
21201 Rules for operation of bicycle on roadway
21212 Use of helmets
42200 Fines and forfeitures, disposition by cities
42201 Fines and forfeitures, disposition by counties
CODE OF REGULATIONS, TITLE 5
202 Exclusion of students with a contagious disease
570-576 School safety patrols
5531 Supervision of social activities
5552 Playground supervision
5570 When school shall be open and teachers present
14030 Standards for development of plans for the design and construction of school facilities
14103 Bus driver; authority over pupils
COURT DECISIONS
J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123
Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337
Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138
Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990
Knight v. Jewett, (1992) 3 Cal.4th 296, 313
Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Management Resources: (next page)

SAFETY (continued)

Management Resources:

AMERICAN SOCIETY FOR TESTING AND MATERIALS

F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2014

U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS

Public Playground Safety Handbook, 2010

WEB SITES

American Society for Testing and Materials: <http://www.astm.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Environmental Protection Agency: <http://www.epa.gov>

U.S. Consumer Product Safety Commission: <http://www.cpsc.gov>

U.S. Department of Education, Safe Schools: <http://www.ed.gov/about/offices/list/opers/osep/gtss.html>

Policy

adopted: February 23, 1999

revised: March 11, 2008

revised March 24, 2020

revised: May 23, 2023

VISALIA UNIFIED SCHOOL DISTRICT

Visalia, California

Students

AR 5142(a)

SAFETY

Each principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian

(cf. 5021 - Noncustodial Parents)

2. An adult authorized on the student's emergency card as someone to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. An authorized law enforcement officer acting in accordance with law

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

(cf. 5145.13 - Response to Immigration Enforcement)

4. An adult taking the student to emergency medical care at the request of the principal or designee

(cf. 5141 - Health Care and Emergencies)

Supervision of Students

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students accountable for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

SAFETY (continued)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, promptly report any such observations to the principal or designee, and file a written report as appropriate.

(cf. 1250 - Visitors/Outsiders)

(cf. 3530 - Risk Management/Insurance)

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision
2. Consider the size of the playground area, the number of areas that are not immediately visible, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such training shall be documented and kept on file.

SAFETY (continued)

(cf. 1240 - Volunteer Assistance)

(cf. 3515.2 - Disruptions)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 5131.4 - Student Disturbances)

(cf. 5138 - Conflict Resolution/Peer Mediation)

Student Safety Patrols

A school safety patrol shall be composed of students of the school selected by the principal and shall serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters

SAFETY (continued)

4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorecycling
8. Target shooting
9. Horseback riding
10. Rodeo
11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Body Contact Sports
17. Other activities determined by the principal to have a high risk to student safety

(cf. 5143 - Insurance)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6153 - School-Sponsored Trips)

As needed, the Superintendent or designee may periodically provide training or instruction to students on the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides any such bicycle, scooter, skateboard, or roller skates at school shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

SAFETY (continued)

Laboratory Safety

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

(cf. 3514.1 - Hazardous Substances)

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 5141.22 - Infectious Diseases)

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed their actual cost to the district. (Education Code 32030, 32031, 32033)

(cf. 3260 - Fees and Charges)

SAFETY (continued)

Protection Against Insect Bites

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, under the supervision of school personnel, and in accordance with the manufacturer's directions, when engaging in outdoor activities.

Regulation
approved: February 23, 1999
revised: February 4, 2008
revised: February 10, 2020
revised: January 10, 2023
revised: May 23, 2023

VISALIA UNIFIED SCHOOL DISTRICT
Visalia, California

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3513.3 - District Police/Security Department)

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

(cf. 1330 - Use of School Facilities)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

Legal Reference:

EDUCATION CODE

32001 Fire alarms and drills

32040 Duty to equip school with first aid kit

32280-32289 School safety plans

32290 Safety devices

39834 Operating overloaded bus

46390-46392 Emergency average daily attendance in case of disaster

49505 Natural disaster; meals for homeless students; reimbursement

CIVIL CODE

1714.5 Release from liability for disaster service workers and shelters

GOVERNMENT CODE

3100-3109 Public employees as disaster service workers; oath or affirmation

8607 Standardized emergency management system

CALIFORNIA CONSTITUTION

Article 20, Section 3 Oath or affirmation

CODE OF REGULATIONS, TITLE 5

550 Fire drills

560 Civil defense and disaster preparedness plans

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized emergency management system

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Crisis Response Box, 2000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

Active Shooter Awareness Guidance, February 2018

State of California Emergency Plan, 2017

School Emergency Response: Using SEMS at Districts and Sites, June 1998

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

National Incident Management System, 3rd ed., October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guide for Developing High-Quality School Emergency Operations Plans, 2013

Management Resources continued: (see next page)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

Management Resources: (continued)

WEB SITES

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

American Red Cross: <http://www.redcross.org>

California Attorney General's Office: <https://oag.ca.gov>

California Department of Education, Crisis Preparedness: <http://www.cde.ca.gov/ls/ss/cp>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Federal Emergency Management Agency: <http://www.fema.gov>

U.S. Department of Education, Emergency Planning:

<http://www2.ed.gov/admins/lead/safety/crisisplanning.html>

U.S. Department of Homeland Security: <http://www.dhs.gov>

Policy

adopted: April 14, 1997

revised: October 26, 1999

revised: January 23, 2001

revised: March 11, 2008

revised: October 23, 2018

VISALIA UNIFIED SCHOOL DISTRICT

Visalia, California

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff

(cf. 3516.1 - Fire Drills and Fires)

2. Earthquake, flood, or other natural disasters

(cf. 3516.3 - Earthquake Emergency Procedure System)

3. Environmental hazards, such as leakages or spills of hazardous materials

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

4. Attack or disturbance, or threat of attack or disturbance, by an individual or group

(cf. 3515.2 - Disruptions)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.4 - Student Disturbances)

5. Bomb threat or actual detonation

(cf. 3516.2 - Bomb Threats)

6. Biological, radiological, chemical, and other activities, or heightened warning of such activities

7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

(cf. 5141.22 - Infectious Diseases)

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities

(cf. 3513.3 - District Police/Security Department)

(cf. 3515 - Campus Security)

(cf. 3517 - Facilities Inspection)

(cf. 3530 - Risk Management/Insurance)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

2. Instruction for district staff and students regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid
4. Personal safety and security, including:
 - a. Identification of areas of responsibility for the supervision of students
 - b. Procedures for the evacuation of students and staff, including posting of evacuation routes
 - c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible

(cf. 5141 - Health Care and Emergencies)
(cf. 5142 - Safety)

 - d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

(cf. 3543 - Transportation Safety and Emergencies)

- e. Provision of a first aid kit to each classroom
- f. Arrangements for students and staff with special needs

(cf. 4032 - Reasonable Accommodation)

(cf. 6159 - Individualized Education Program)

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

- g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

- 5. Closure of schools, including an analysis of:
 - a. The impact on student learning and methods to ensure continuity of instruction
 - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

(cf. 3516.5 - Emergency Schedules)

- 6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
 - a. Identification of spokesperson(s)

(cf. 1112 - Media Relations)

- b. Development and testing of communication platforms, such as hotlines, telephone trees, web sites, social media, and electronic notifications

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

- c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

- d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
- 7. Cooperation with other state and local agencies, including:
 - a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

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

- 8. Steps to be taken after the disaster or emergency, including:
 - a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

Regulation
adopted: April 14, 1997
revised: October 26, 1999
revised: July 25, 2000
revised: February 4, 2008
revised: September 24, 2018

VISALIA UNIFIED SCHOOL DISTRICT
Visalia, California

EXHIBIT I

CalSTRS Post-Retirement Employment Notice

The parties acknowledge that the Contractor is a CalSTRS retiree and will be performing retired member activities normally performed by employees of a CalSTRS employer, and therefore is subject to post-retirement employment restrictions set forth in Education Code sections 24114, 24116, 24214, 24214.5, 24215, 22461, and 45134.

Contractor agrees that paragraphs (i) through (v) below satisfy all notice requirements imposed by law. Contractor declares that prior to signing this Agreement, Contractor is apprised of relevant data and received independent advice and counsel regarding the state and federal tax and retirement consequences of this Agreement.

1. Fiscal Hours Limitation. Contractor is subject to the annual earning limitation set by CalSTRS, as that limit may change from time to time. For the 2018-2019 fiscal year, the earning limit is set at Forty-Five Thousand Twenty-Two Dollars (\$45,022). Contractor shall be solely responsible for monitoring the earning limits in order to ensure compliance with this limit. If Contractor exceeds the annual earnings limit set by CalSTRS, Contractor shall be solely liable for any penalties or re-payments imposed by CalSTRS on either the Contractor or the District as a result of exceeding this limit.
2. Unemployment Insurance Payment. Contractor represents to the District that Contractor did not receive any unemployment insurance payments in the preceding twelve months prior to the Effective Date.
3. 180 Day Waiting Period. Contractor represents to the District that as of the Effective Date at least 180 days have passed since the Contractor retired from the CalSTRS system.
4. CalSTRS Retirement Incentive Program. Contractor represents to the District that he/she has not received an incentive to retire under the CalSTRS Retirement Incentive Program.
5. Special Skills. The Parties agree that Contractor cannot work in a classified position, except as a teacher's aide. The Parties also agree that Contractor possesses specialized skills. Further, Contractor represents that he/she possesses the credentials required to perform the duties set forth in this Agreement.

EXHIBIT J

CalPERS Notice of Exclusion

If applicable, please use CalPERS Form 1007 “Notice of Exclusion from CalPERS Membership” located here:

<https://www.calpers.ca.gov/docs/forms-publications/notice-of-exclusion-from-calpers-membership-state-agency-calpers-1007.pdf>

EXHIBIT K

Privacy Requirements

1. **Family Educational Rights and Privacy Act.** The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g) and the federal regulations that implement FERPA (34 C.F.R. Part 99), set forth requirements for protecting the privacy of parent and student information, including, among others, requirements for maintaining the confidentiality of personally identifiable information (e.g., names, addresses, telephone numbers, dates of birth, test scores, et cetera). To the extent, in connection with the ELOP Services, the Provider accesses, obtains, stores, uses, or discloses any information within the scope of FERPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Provider shall comply with any and all applicable requirements of FERPA and its implementing regulations.

2. **Health Insurance Portability and Accountability Act.** The Health Insurance Portability and Accountability Act, Public Law 104-191 (“HIPAA”) and the federal regulations that implement HIPAA (42 U.S.C. § 1320d-6), set forth requirements for, among other things, use and disclosure of individuals’ health information, including, among others, requirements for individuals to control use of their health information and for entities possessing such health information to properly protect it from unauthorized disclosure. In addition, the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 (“HITECH”) and the federal regulations that implement HITECH, address concerns associated with electronic transmission of health information and establishes penalties for violations. To the extent, in connection with the ELOP Services, the Provider accesses, obtains, stores, uses, or discloses any information within the scope of HIPAA and/or HITECH (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Provider shall comply with any and all applicable requirements of HIPAA and/or HITECH, and their respective implementing regulations.

3. **Student Online Information Protection Act.** Division 8, Chapter 22.2 (commencing with Section 22584) of the California Business and Professions Code, which is the Student Online Personal Information Protection Act (“SOPIPA”), sets forth privacy laws for operators of websites, online services, and applications that are marketed and used for K-12 school purposes, even if those operators do not contract with educational agencies. To the extent, in connection with the ELOP Services, the Provider accesses, obtains, stores, uses, or discloses any information within the scope of SOPIPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Provider shall comply with any and all applicable requirements of SOPIPA.

4. **Children’s Online Privacy Act.** California Education Code Section 49073.1 sets forth requirements for contracts for third-party storage, management, and retrieval of pupil records and contracts for digital educational software that authorizes any third-party to access, store and use pupil records, including, among others, requirements for limitations and procedures relating to access and use of information maintained by educational agencies and information acquired directly from pupils. To the extent, in connection with the ELOP Services, the Provider accesses, obtains, stores, uses, or discloses any information within the scope of Section 49073.1 (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Provider shall comply with any and all applicable

requirements of Section 49073.1. For such purposes, the provisions specified in Section 49073.1 are deemed and construed to be incorporated into this Agreement by this reference.

5. **Children's Online Privacy Protection Rule.** The Children's Online Privacy Protection Act of 1998 set forth in Title 15 USC Section 6501 *et seq.* ("COPPA") prohibits unfair or deceptive acts or practices in connection with the collection, use, and/or disclosure of personal information from and about children on the internet. To the extent, in connection with the ELOP Services, the Provider accesses, obtains, stores, uses, or discloses any information within the scope of COPPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Provider shall comply with any and all applicable requirements of COPPA.

6. **Reporting of Incidents.** In the event, in connection with the ELOP Services, the Provider becomes aware of any violation of any of the foregoing provisions described in this Attachment B, then, within twenty-four (24) hours of becoming aware of the violation (in each case, an "Incident"), the Provider shall submit a written report of the Incident to the District, which shall include, without limitation, a reasonably detailed description of the related facts known by the Provider and copies of any and all documentation relating to the Incident that is within the possession or control of the Provider.