

AGENDA

REGULAR BOARD MEETING

Tuesday, August 2, 2016

7:00 p.m. District Conference Room

1. **Call to order- Flag Salute**

In compliance with the Americans with Disabilities Act and the Brown Act, if you need special assistance to participate in the meeting, including the receipt of the agenda and documents in the agenda package in an alternate format, please contact the Tipton Elementary School District office at (559) 752-4213. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting (28CFR35.102-35, 104 ADA Title II), and allow for the preparation of documents in appropriate alternate format

2. **Public Input:**

*In order to ensure that Members of the public are provided a meaningful opportunity to address the board on agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public input portion of the agenda, or at the time the matter is taken up by the Board. **Board presentations are limited to 3 minutes per person and 15 minutes per topic.***

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

3. **CONSENT CALENDAR: Action items:**

3.1 Minutes of the Special Board Meeting – July 7, 2016

3.2 Title III Plan

3.3 San Joaquin Valley Air Pollution Control District Application for the New Alternative Fuel Vehicle Purchase Program

4. **ADMINISTRATIVE: Action items:**

4.1 Set date for Public Hearing regarding sufficiency of Instructional Material for the 2016-2017 school year

4.2 Board Resolution #2016-2017-05, Spending Determination for Funds Received from the Education Protection Account pursuant to Article XIII

4.3 Discussion and Approval of New Superintendent Contract

5. **FINANCE: Action items:**

5.1 Vendor Payments

5.2 Budget Transfers

6. **INFORMATION: (Verbal Reports & presentations)**

6.1 MOT--FOOD SERVICE—PROJECTS.

7. **Any Other Business-**

7.1 Quarterly Board Policy Updates – Informational

8. **Adjourn to Closed Session:** The Board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of closed session as required by law.
 - 8.1 Personnel items: Employment, Resignations, Transfers, Leaves etc. of Certificated and Classified Personnel.
 - 8.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc. .
 - 8.3 Discussion on Certificated/Classified Negotiation
 - 8.4 Management Negotiation and Discussion.
 - 8.5 Superintendent Evaluation
9. **Reconvene to open session**
10. **Report out from Closed Session**
11. **Adjournment**

The Board upon discussion and a vote of agreement, the Board may make any item an action item.

Notice: If documents are distributed to Board Members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the District Office located at 370 N. Evans Road, Tipton CA. 93272, telephone 752-4213.

Agenda posted July 28, 2016

3. CONSENT CALENDAR: Action items:

3.1 Minutes of the Special Board Meeting – July 7, 2016

Minutes

SPECIAL BOARD MEETING

Thursday, July 7, 2016
6:00 p.m. District Conference Room

1. **Call to order- Flag Salute**

Board President, Tony Macedo, called the meeting to order at 7:00 pm and led the flag salute. Board Members present: Tony Macedo, John Cardoza, and Iva Sousa. Shelley Heeger and Greg Rice were absent.

2. **Public Input:**

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

3. **CONSENT CALENDAR: Action items:**

3.1 Minutes of the Special Board Meeting - June 14, 2016

3.2 Consolidated Application

3.3 Memorandum of Understanding for Services to Migrant Students

3.4 Agreement with TCOE for Teacher Induction Programs

3.5 Board Resolution #2016-2017-01, Authorizing Inter-fund Loan for Cash Flow Purposes

3.6 Board Resolution #2016-2017-02, Authorization for County Superintendent of Schools to make yearend Budget Transfer

3.7 Board Resolution #2016-2017-03, Authorizing Inter-fund Transfers In Accordance with the Budget

Motion to approve the consent calendar was made by Iva Sousa and second by John Cardoza.

Vote Yea 3/ No 0/ Abstain 0/ Absent 2

Yea - Iva Sousa, Tony Macedo and John Cardoza

No - 0

Abstain - 0

Absent - Shelley Heeger and Greg Rice

4. **ADMINISTRATIVE: Action items:**

4.1 Approve County Schools Legal Counsel Consortium For 2016-2017-04 School Year

Motion to approve Legal Counsel Consortium was made by John Cardoza and second by Iva Sousa.

Vote Yea 3/ No 0/ Abstain 0/ Absent 2

Yea - Iva Sousa, Tony Macedo and John Cardoza

No - 0

Abstain - 0

Absent - Shelley Heeger and Greg Rice

4.2 Approval of Quarterly Board Policies

Motion to approve Quarterly Board Policies was made by Iva Sousa and second by John Cardoza.

Vote Yea 3/ No 0/ Abstain 0/ Absent 2

Yea - Iva Sousa, Tony Macedo and John Cardoza

No – 0
Abstain – 0
Absent – Shelley Heeger and Greg Rice

4.3 Agreement with Stanton Office Machine for Office Copiers

Motion to approve Stanton Office Machine Agreement was made by John Cardoza and second by Iva Sousa.

*Vote Yea 3/ No 0/ Abstain 0/ Absent 2
Yea - Iva Sousa, Tony Macedo and John Cardoza
No – 0
Abstain – 0
Absent – Shelley Heeger and Greg Rice*

5. FINANCE: Action items:

5.1 Vendor Payments

Motion to approve Vendor Payments was made by Iva Sousa and second by John Cardoza.

*Vote Yea 3/ No 0/ Abstain 0/ Absent 2
Yea - Iva Sousa, Tony Macedo and John Cardoza
No – 0
Abstain – 0
Absent – Shelley Heeger and Greg Rice*

6. INFORMATION: (Verbal Reports & presentations)

6.1 MOT--FOOD SERVICE—PROJECTS

Mr. Fausto Martin, MOT Director, updated the board on our Prop 39 projects and the purchase of two Gators through the San Joaquin Valley Air Control District

7. Any Other Business

8. Adjourn to Closed Session: 7:35 pm

9. Reconvene to open session 7:50 pm

10. Report out from Closed Session

No action taken

11. Adjournment 7:51

Minutes approved August 2, 2016

Tony Macedo, President

Greg Rice, Clerk

Miguel A. Guerrero Ed.D., Secretary

3. CONSENT CALENDAR: Action items:

3.2 Title III Plan

Tipton Elementary School District Title III LEA Plan Performance Goal 2

All limited English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 54 72215 LEA Name: Tipton Elementary Title III Improvement Status: Year Year 4

Fiscal Year: 2016 EL Amount Eligibility: \$36,000 Immigrant Amount Eligibility: \$2,000

Plan to Provide Services for English Learner Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How the LEA will:

A. Required Content	<p>Implement programs and activities in accordance with Title III:</p> <p>Bilingual instructional aides have been hired and trained to provide instruction and tutoring to ELs. The district will provide intervention programs using scientifically researched curriculum and methods. Supplemental materials and web based programs will be provided to intensify instruction and to make grade level core curriculum more accessible. Such materials include the EL components of textbooks, realia, visuals, manipulatives, Accelerated Reader, Lexia 5 etc. Additional professional development relative to ELs will be offered to administrators, teachers, paraprofessionals and parents.</p>
	<p>Use the subgrant funds to meet all accountability measures:</p> <p>Subgrant funding will be used to provide both certificated and classified instructional support to ensure that our EL students are receiving the supplemental and intervention instruction necessary to meet and exceed grade level standards. To provide materials in the primary languages of our immigrant students.</p>

	<p>Hold the school sites accountable:</p> <ul style="list-style-type: none">a) District will use CELDT and CAASPP scores to measure student performance.b) District will use state data to determine if students are reaching AMAO's.
	<p>Promote parental and community participation in programs for ELs:</p> <p>The school site notifies the parents/guardians in writing of their child's English and primary language proficiency assessment results and the program placement. The district provides full descriptions of the different educational program choices and of all the educational opportunities available to the student, as well as, descriptions of the educational materials to be used. We host several parent events and trainings throughout the year with the purpose of building community, sharing information, and building the capacity of all stakeholders. TeleParent was also implemented to improve school parent communication. In addition, the school website also provides information for parents and the community. In addition, the district has a functioning English-Learner Advisory Committee meeting all legal requirements. This committee also serves to facilitate the dissemination of information, program plans, and objectives to parents and the community.</p>

How the LEA will:		Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
B. Required Content	<p>Provide high quality language instruction:</p> <ol style="list-style-type: none"> 1. The District provides high quality language instruction aimed at increasing English proficiency and academic achievement through: implementation of an EL and core curriculum that is standards based; quality staff development that addresses the needs of LEP students and the effective use of the texts and materials; teaching fidelity to the adopted standards based texts and materials; and regular and ongoing examination of pupil assessment data for improved and adjusted teaching. The district will provide training in the new ELD standards in order to better align our integrated and designated ELD instruction to the CSS. 2. Continuous monitoring of the instructional program by teachers and administrators. 	Teachers, Instructional Aides, Principal 2016-2017	Replacement texts, supplemental materials, substitutes for classroom Certificated and classified costs	\$17,000	LCFF
	<p>Provide high quality professional development</p> <p>The district will provide professional development that is ongoing, continuous, and coordinated to reach specific state standards and/or ELD standards. This training will be provided for administrators, teachers, paraprofessionals, and parents/community members as appropriate. Such activities include county workshops, a wide range of in-services including state adopted curriculum, guest speakers, and conferences.</p>	Teachers, Instructional Aides, Principal 2016-2017	Professional Development	\$20,000	Educator Effectiveness Funds

C. Required for Year 2	<p>Goal 2 Improvement Plan Addendum* (IPA) for items A-B:</p> <p>Please describe the factors contributing to failure to meet desired accountability measures:</p> <p>The failure to meet our EL percent proficient or above on the 2010-2011 Math CST.</p>				
	<p>Goal 2 IPA* for items A-B:</p> <p>Please describe the factors contributing to failure to meet desired accountability measures:</p> <p>The failure to meet our EL percent proficient or above on the 2012-2013 ELA CST.</p>				
D. Required for Year 4	<p>Please describe all required modifications to curriculum, program, and method of instruction.</p>				
	<p>The district has implemented the research based Developmental Reading Assessment (DRA) as well as a guided reading program intended to differentiate instruction and meet the needs of each individual student, especially our EL population. The district has implemented the Teacher's College Writing Workshop units of study, which is a standards based writing program that allows teachers and instructional aides to work on the individual needs of each child. The district is implementing a data driven tiered reading as well as language intervention program to target struggling English learners, and accelerate their learning to meet grade level expectations.</p>	<p>Teachers, Instructional Aides, Principal 2016-2017</p>	<p>Instructional Aides</p> <p>Certificated Staff</p>	<p>\$200,000 \$15,000 \$89,000</p> <p>\$25,000</p>	<p>LCFF Title III LEP Title I</p> <p>Title III LEP</p>

*Please ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond

LEAs receiving or planning to receive Title III EL funding may include allowable activities.		Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
E. Allowable Activities	Describe all allowable activities chosen by LEA relating to: Supplementary services as part of the language instruction program for EL students: Bilingual instructional aide support	Instructional Aide 2016-2017	Instructional Aide	\$15,164	Title III LEP
	Certificated support for implementation of cohesive intervention program for ELs. To monitor student performance to ensure that no student is left behind.	Certificated Staff 2016-2017	Certificated Staff	\$24,837	Title III LEP
F. EL Overall Budget		EL 2% for Administrative/Indirect Costs:		\$610	
		EL Estimated Costs Total:		\$25,448	

Plan to Provide Services for Immigrant Students

Please complete this table <u>IF</u> the LEA is receiving or planning to receive Title III Immigrant funding.		Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
G. Allowable Activities	Describe all allowable activities chosen by LEA relating to: Enhanced instructional opportunities to immigrant students and their families	Librarian Administration 2016-2017	Books	\$2,000	Title III Imm.
	Increase the availability of Spanish reading materials in our library for our immigrant students.				
H. Immigrant Overall Budget		Immigrant Administrative/Indirect Costs:		\$40	
		Immigrant Estimated Costs Total:		\$2,040	

3. CONSENT CALENDAR: Action items:

3.3 San Joaquin Valley Air Pollution Control District
Application for the New Alternative Fuel Vehicle
Purchase Program

Please return all completed applications to:
 SJVAPCD Strategies and Incentives Department
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase

Application

Applicant Information

1. Public Agency Name (as it appears on Form W-9): Titpon Elementary School District		
2. Tax ID: Taxpayer ID Number (TIN) 91-1883652		
3. Address: 370 N. Evans Rd.		
4. City: Tipton	5. State: CA	6. ZIP Code: 93272
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Name of Grant Program(s): _____		

Primary Contact Information

1. First Name: Fausto		2. Last Name: Martin	
3. Title: MOT Director		4. E-Mail: fmartin@tipton.k12.ca.us	
5. Phone Number: 559-804-7299	6. Alternate Contact Number: 559-752-4213	7. Fax Number: 559-687-2221	

Contract Signing Authority

1. First Name: Miguel		2. Last Name: Guerrero	
3. Title: Superintendent			

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

***If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: 2		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): <u>260 per</u>
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: The gator CX (gas powered) in it's place. <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity: 2		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): <u>260 per</u>
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: The gator CX (gas powered) in it's place. <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____



JOHN DEERE

Quote Summary

Prepared For:

Tipton Elementary School District
Po Box 787
Tipton, CA 93272
Business: 559-752-4213

Prepared By:

Bobby Hartman
Lawrence Tractor Co., Inc.
2530 E Main Street
Visalia, CA 93292
Phone: 559-734-7406
bobh@lawrencetractor.com

Quote Id: 13601701
Created On: 23 June 2016
Last Modified On: 23 June 2016
Expiration Date: 29 July 2016

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE Gator TE Electric Utility Vehicle (MY16)	\$ 12,564.05 X	1 =	\$ 12,564.05

Equipment Total

\$ 12,564.05

Quote Summary

Equipment Total	\$ 12,564.05
CA TIRE RECYCLE FEE	\$ 7.00
SubTotal	\$ 12,571.05
Sales Tax - (8.00%)	\$ 1,005.12
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,576.17
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,576.17

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 13601701

Customer: TIPTON ELEMENTARY SCHOOL DISTRICT

JOHN DEERE Gator TE Electric Utility Vehicle (MY16)

Hours:

Stock Number:

Selling Price

\$ 12,564.05

Description

Qty

Unit

Extended

Gator TE Electric Utility Vehicle (MY16)

1

\$ 11,379.00

\$ 11,379.00

Standard Options - Per Unit

US/Canada

1

\$ 0.00

\$ 0.00

Turf Tires

1

\$ 0.00

\$ 0.00

Non Adjustable Seat

1

\$ 0.00

\$ 0.00

Deluxe Cargo Box with Brake and Tail Light, Spray-On Liner and Tail Light Protector

1

\$ 513.00

\$ 513.00

Less Power Lift

1

\$ 0.00

\$ 0.00

48V to 12V Converter

1

\$ 711.00

\$ 711.00

Front Protection Package

1

\$ 602.00

\$ 602.00

Package Consists of: Front Bumper/ Brush Guard, Front Fender Guard and Rubber Floor Mats

Less Rear Protection Package

1

\$ 0.00

\$ 0.00

1.25 In. (38mm) Rear Receiver Hitch

1

\$ 81.00

\$ 81.00

Standard Options Total

\$ 1,907.00

Dealer Attachments

CANOPY

1

\$ 774.99

\$ 774.99

WINDSHIELD

1

\$ 300.00

\$ 300.00

Drawbar, 1.25 In. (38mm)

1

\$ 38.55

\$ 38.55

Deluxe Light Kit

1

\$ 402.72

\$ 402.72

Horn Kit

1

\$ 98.54

\$ 98.54

Dealer Attachments Total

\$ 1,614.80

Value Added Services Total

\$ 0.00

Other Charges

Freight

1

\$ 450.00

\$ 450.00

Setup

1

\$ 325.00

\$ 325.00

Other Charges Total

\$ 775.00

Suggested Price

\$ 15,675.80

Customer Discounts

Customer Discounts Total

\$ -3,111.75

\$ -3,111.75

Total Selling Price

\$ 12,564.05

4. ADMINISTRATIVE: Action items:

- 4.1** Set date for Public Hearing regarding sufficiency of Instructional Material for the 2016-2017 school year

4. ADMINISTRATIVE: Action items:

- 4.2** Board Resolution #2016-2017-05, Spending Determination for Funds Received from the Education Protection Account pursuant to Article XIII

**BEFORE THE BOARD OF TRUSTEES
OF THE TIPTON ELEMENTARY SCHOOL DISTRICT
TULARE COUNTY, STATE OF CALIFORNIA**

In the Matter of the Spending Determination
for Funds Received from the Education
Protection Account pursuant to Article XIII,
Section 36 of the California Constitution

RESOLUTION No. 2016-2017-05

RECITALS

1. The voters approved Proposition 30 on November 6, 2012;
2. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;
3. The provisions of Article XIII, Section 36(e) create in the state General Fund an Educational Protection Account to receive and disburse the revenues derived from the incremental increases in taxes by Article XIII, Section 36(f);
4. Before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;
5. If the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;
6. All monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;
7. Monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;
8. A community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

9. The governing board of the district shall make the spending determination with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;
10. The monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;
11. Each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;
12. The annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;
13. Expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Tipton Elementary School District;
2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Tipton Elementary School District has determined to spend the monies received from the Education Protection Account as attached.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular meeting held on August 2, 2016, by the following vote:

AYES:

NOES:

ABSENT:

I, Miguel A. Guerrero Ed.D., secretary of the governing board of the Tipton Elementary School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 2nd day of August, 2016.

Date: August 2, 2016

Secretary, Board of Trustees

4. ADMINISTRATIVE: Action items:

4.3 Discussion and Approval of New Superintendent Contract

**TIPTON ELEMENTARY SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
MIGUEL A. GUERRERO**

This Employment Agreement (“Agreement”) is made and entered into by the Governing Board of the Tipton Elementary School District (“District” or “Board”) and Miguel A. Guerrero (“Superintendent”) (collectively known as “Parties”), effective July 1, 2016.

1. **Term.** District hereby employs Superintendent for a period beginning on July 1, 2016 and terminating on June 30, 2019, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Base Salary.** Commencing on July 1, 2016, the Superintendent’s annual salary shall be One Hundred and Twenty-Two Thousand Five Hundred and Thirty-Six Dollars and Seventy Cents (\$122,536.70). Accordingly, the Superintendent shall be entitled to a monthly salary of Ten Thousand Two Hundred and Eleven Dollars and Thirty-Nine Cents (\$10,211.39), less applicable taxes and withholdings.

b. **Advanced Degree Pay.** Commencing with the 2016-2017 fiscal year, in consideration for the Superintendent’s possession of both a Master’s Degree and Doctoral Degree, the District shall pay Superintendent an annual amount of Two Thousand Five Hundred Dollars (\$2,500.00) to be paid in twelve (12) monthly installments.

c. **Salary Increases by Mutual Consent.** The Superintendent’s salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to change the Superintendent’s salary at any time during this Agreement with the written consent of the Superintendent. Any change in salary shall not extend the term of this Agreement nor shall it constitute creation of a new Agreement.

d. **Salary Payment Process.** The Superintendent’s base salary shall be payable in approximately twelve (12) equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.

e. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent’s salary is understood to be “indefinite or uncertain;” therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

3. **Fringe Benefits.**

a. **Health and Welfare Benefits.** The Superintendent shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's certificated bargaining unit employees, as those benefits, plans, providers and other terms and conditions may change from time to time. Thus, the Superintendent shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same co-pays, premiums, deductibles and other costs as the District's certificated bargaining unit employees, as those costs and contributions may change from time to time. The Superintendent shall be responsible for all co-pays, deductibles and other costs in excess of the District's health insurance contribution. No District contribution may be received in cash or used for the purchase of non-District provided benefits.

b. **Sick Leave.** The Superintendent shall receive one (1) day of sick leave with pay for each full month of service rendered. Sick leave may accrue without limit. Unused sick leave may be credited for retirement purposes as authorized by the statutes and regulations governing CalSTRS or CalPERS, as those statutes and regulations may change from time to time. The Superintendent shall follow District procedures and use District forms or the electronic absence system for reporting sick leave use.

c. **Work Year/Holidays/Vacation.** The Superintendent shall be required to render twelve (12) full months of regular service to the District during each annual period covered by this Agreement. Specifically, the Superintendent shall work two hundred fifteen (215) days each full fiscal year, July 1 through June 30, pursuant to this Agreement, exclusive of the thirteen (12) holidays per year. The Superintendent shall not be entitled to any paid vacation leave benefit. To determine the Superintendent's daily rate of pay, the Parties agree that the Superintendent's annual base salary shall be divided by two hundred fifteen (215). However, the Board may request the Superintendent to work up to ten (10) additional days in a calendar year. This additional time will be compensated to the Superintendent at his daily rate of pay. The Parties understand the additional compensation earned by the Superintendent for work in excess of the two hundred fifteen (215) work days per year may not be considered creditable compensation for purposes of calculating the Superintendent's retirement allowance under CalSTRS. The credibility of such compensation is determined by CalSTRS, not the District. Days worked in excess of two hundred fifteen (215), not at the request of the Board, are considered non-work days. The Superintendent is not entitled to pay for non-work days.

d. **Professional Dues.** The Superintendent is expected to attend appropriate professional meetings and conferences at local, state and national levels. The District agrees to pay the Superintendent's membership fees for the following groups: (1) Association of California School Administrators ("ACSA"); (2) Association for Supervision and Curriculum Development ("ASCD"); and (3) California Association of Latino Superintendents ("CALSA"). Furthermore, the District agrees to pay the Superintendent's membership fees for professional organizations which the Superintendent chooses in order to maintain and improve his professional skills, subject to the approval of the Board.

e. **Tax Deferred Compensation Plan.** The District agrees to provide the Superintendent with the ability to use both an IRS Section 403(b) plan and an IRS Section 125 plan.

f. **Post-Retirement Health and Benefits.** The District provides a contribution toward health and welfare benefits for certificated bargaining unit retirees, who meet the following criteria:

- i. Retire after age fifty-eight (58) with CalSTRS;
- ii. Have at least eighteen (18) years of consecutive service within the District (including any authorized leave of absence or sabbatical); and
- iii. Enroll in Medicare Part "A" or "B" if and when the retiree becomes eligible for such coverage.

The District's contribution ceases when such certificated bargaining unit retiree attains age sixty-five (65).

The Superintendent shall be entitled to post-retirement health and welfare benefits as received by certificated bargaining unit employees so long as the Superintendent meets all the aforementioned criteria for such benefits.

The Superintendent's receipt of post-retirement health benefits is subject to the District's health and welfare insurance carrier(s) rules, requirements and restrictions, as those carrier(s) and rules, requirements and restrictions may change from time to time. If the Superintendent uses this benefit, the Superintendent shall be responsible to pay all co-pays, deductibles, and other costs in the same manner as other retirees. The Superintendent's eligibility for post-retirement health benefits will terminate at the earliest of either, the Superintendent reaching the age of sixty-five (65) or receiving coverage by another health insurance provider. The Superintendent shall continue to remain eligible to purchase post-retirement health and welfare benefits from the

District after the age of sixty-five (65) at his own cost without a contribution from the District, subject to the rules, restrictions and requirements of the District's health and welfare benefit insurance carrier(s), as those carrier(s) may change from time to time.

4. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of the Superintendent's employment only as follows:

- a. In-state and out-of-state conference fees;
- b. Mileage reimbursement for all personal automobile travel at the current IRS rate per mile, as well as bridge tolls and parking fees;
- c. Air travel;
- d. Auto rentals, cab or shuttle fares for out-of-county travel; and
- e. Per diem/meal expenses at the same rate provided to other employees of the District.

For expense reimbursement not authorized by this Agreement, the Superintendent may seek approval from the Board. For all reimbursements, the Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

5. **Fitness for Duty Examination.** Upon request, the Superintendent shall undergo a physical/mental examination by a mutually agreeable physician. The physician must be selected by the Superintendent from a list of at least five (5) physicians provided by the District to the Superintendent. If the Superintendent fails to select a physician from this list, the District may appoint a physician solely at their own discretion from this list of physicians. Prior to the examination, the Superintendent agrees to execute District-provided medical releases from all treating physicians authorizing the physician to review all medical records. The physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs associated with this examination to the Superintendent's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform his job. The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of his position. No confidential medical information shall be submitted to

the Board, the District, any third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of his position. If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that he is unable to perform the essential functions of the position, the Superintendent agrees that this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. Termination of this Agreement due to the Superintendent's inability to perform the essential functions of his position shall terminate the obligations of both the Board and the Superintendent under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Superintendent's inability to perform the essential functions of his position.

6. **Superintendent's Duties.**

a. **General Duties.** The Superintendent is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy, and the Superintendent's job description. The Superintendent shall be chief executive officer and secretary of the Board. The Superintendent shall have primary responsibility for execution of Board Policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604.

b. **Personnel Matters.** The Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval or ratification of the Board as required by law or Board Policy. The Board shall refer all personnel complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Superintendent.

c. **Administrative Functions.** The Superintendent, as the chief executive officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility

for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including, but not limited to, subscription to and reading of appropriate periodicals; attendance at State and regional professional conferences and meetings; and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend to the Board, District goals and objectives for the ensuing school year; and (9) unless unavoidably detained, or with prior Board approval to be absent, attend all meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Superintendent's employment or when excused from closed session by the Board. The Superintendent shall serve as an *ex officio* member on all Board committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the Board.

7. **Outside Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours or otherwise interfere with Superintendent's ability to satisfactorily perform the duties of the position. The Superintendent may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent in connection with these activities shall be paid to the District. If the Superintendent chooses to use a holiday or non-work day to perform outside activities, the Superintendent may retain any honoraria paid. The Superintendent agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.

8. **Evaluation.**

a. **Annual Evaluation.** The Board shall devote a portion of at least one meeting annually to discuss and evaluate the performance and working relationship between the Superintendent and the Board. This evaluation shall be based on the duties of the position, the job description (if any) and any mutually agreed upon District goals and objectives, which shall be jointly developed by the Superintendent and the Board. The Board may conduct more than one formal written evaluation each school year.

b. **Board Evaluation.** The Board shall evaluate the Superintendent. To initiate the evaluation process, the Superintendent shall inform each member of the Board in writing of the need for an evaluation by May 15 each year. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent in a closed session Board meeting no later than July 1 each year; however, the Board's failure to evaluate the Superintendent or its failure to timely evaluate the Superintendent shall have no impact upon the terms of this Agreement or upon the Superintendent's salary. The Superintendent's evaluation shall remain confidential and shall not be released to the public to the extent authorized by applicable law or legal process. Nothing in this Agreement is intended to prevent the District from complying with laws governing public documents or public agency meetings.

c. **Action Plan.** Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly-prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board shall sign the evaluation report and the action plan. However, failure of the Superintendent to sign the evaluation or action plan shall have no legal effect upon the Superintendent's duty to implement the evaluation and action plan.

d. **Outside Facilitator.** Whenever it is deemed desirable by the Governing Board, an outside advisor may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent. The outside advisor shall be paid for by the District.

9. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) calendar days advance written notice, unless the Parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent sixty (60) calendar days prior to the expiration of the agreement. Sixty (60) calendar days is in excess of the current statutorily required minimum (forty-five (45)) days pursuant to Education Code

section 35031, or other applicable provisions of law. The Superintendent shall inform the Board President of this notice requirement at least ninety (90) calendar days in advance of expiration of this Agreement. Superintendent expressly waives the provisions contained in Education Code section 35031. Accordingly, notwithstanding anything to the contrary in Education Code section 35031, the Parties agree that, if the Board fails to reelect or reemploy the Superintendent and a written notice of non-renewal is not timely provided, this Agreement shall be renewed only for an additional fiscal year under the same terms and conditions as this Agreement that existed in the fiscal year immediately prior to the renewal.

d. **Termination for Cause.** The Board may terminate the Superintendent for: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Superintendent or the Board; (5) misconduct or dishonest behavior with regard to the Superintendent's employment; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) any act causing the suspension or revocation of any credential held by the Superintendent. Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in closed session. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any

other rights that may be applicable to this termination for-cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon ten (10) calendar day's prior written notice to the Superintendent. During this ten (10) day period, the Parties shall discuss the Board-Superintendent employment relationship. In consideration for the exercise of this right to terminate without cause, the District shall pay to the Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between Superintendent's salary at the rate in effect during the Superintendent's last month of service and the amount which the Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). As a condition of payment, the Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Superintendent earns income from any employment-related source as defined above. Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Superintendent's employment rights and entitlements with the District.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

Subject to the District insurance carriers' rules, requirements and restrictions, the Superintendent shall also be entitled to continue participation in the District's health and welfare benefit program on the same terms and conditions as described in section 3(a) of this Agreement, for the remainder of the unexpired term of this Agreement, until expiration of this Agreement, a

period of twelve (12) months, or until the Superintendent obtains other employment which provides health benefits, whichever occurs first.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Superintendent's retirement with CalSTRS or CalPERS, the amount payable to the Superintendent as salary shall be reduced by the amount of retirement income earned by the Superintendent from CalSTRS or CalPERS.

The Parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Superintendent solely upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. **Death.** Death of the Superintendent terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.

10. **Disability of the Superintendent.** If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that the Superintendent

is unable to perform the essential functions of the position, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent.

11. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance.

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of the Superintendent's office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.

13. **Notification by Superintendent Prior to Seeking Other Employment.** The Superintendent shall immediately notify the Board in writing if the Superintendent becomes a finalist for employment outside the District.

14. **Reassignment.** During the term of this Agreement, Superintendent may be assigned or reassigned to any other duties or positions for which the Superintendent possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

15. **Mediation.** The Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the Parties agree otherwise in writing. Both Parties shall make a good faith effort to select a mediator and

complete the mediation process within sixty (60) calendar days. If the Parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service unless the Parties agree otherwise. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the Parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq. and shall sign a written document to that effect.

16. **General Provisions.**

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Tulare County, California.

b. **Entire Agreement.** This Agreement, including the job description for the Superintendent position, contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. Further, this Agreement shall supersede all prior oral or written employment contracts or agreements between the Parties executed prior to the date of this Agreement.

c. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

e. **Exclusivity.** To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

f. **Management Hours.** The Parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40)

hours per week. The Parties agree that Superintendent shall not be entitled to overtime compensation.

g. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

h. **Execution of Other Documents.** The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

i. **Independent Review.** The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

j. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

k. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy, facsimile, photographic copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original for any purpose.

l. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

m. **Public Record.** The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

n. **Integration.** This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

o. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

p. **Indemnity.** As provided by Government Code sections 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an agent and employee of the District. Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against the Superintendent to the extent required by law.

q. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Governing Board as required by law.

Dated: August 2, 2016

Tony Macedo
President of the Board of Trustees
Tipton Elementary School District

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on August 2, 2016.

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

I hold legal and valid administrative and teaching credentials, each of which is or will be recorded in the Tulare County Office of Education before receipt of my first payroll warrant and I agree to maintain in full force all of my credentials throughout the term of this Agreement.

Dated: August ____, 2016

Miguel A. Guerrero
Superintendent

5. FINANCE: Action items:

5.1 Vendor Payments

Tulare County Office of Education

APY LIST

BOARD MEETING - AUGUST 2, 2016

Vendor No	Vendor Name	Invoice			Account Code	Amount
		Reference Number	Date	PO # Invoice No		
013971	ALMEIDA, VIRGINIA	PV-161393	6/28/2016	170007 VROOM REIMB.	010-90336-0-11100-10000-43000-0	\$691.44
013971	ALMEIDA, VIRGINIA	PV-161394	6/28/2016	170006 MILEAGE REIMB.	010-90336-0-11100-10000-52000-0	\$129.51
013971	ALMEIDA, VIRGINIA	PV-161395	6/28/2016	170006 MILEAGE REIMB.	010-90336-0-11100-10000-52000-0	\$25.38
013971	ALMEIDA, VIRGINIA	PV-161396	6/28/2016	170006 TRAINING MILE REIMB.	010-90336-0-11100-10000-52000-0	\$334.51
013971	ALMEIDA, VIRGINIA	PV-161397	6/28/2016	170006 HV MILEAGE REIMB.	010-90336-0-11100-10000-52000-0	\$27.00
013036	AMERICAN FIDELITY	PV-170002	7/14/2016	170005 GN 2937338 MCP 23075	010-00000-0-00000-00000-95024-0	\$341.46
014198	ANNETTE MILLER	PV-170056	7/12/2016	170006 H&W Reimb.	010-00000-0-00000-72000-58000-0	\$367.06
012788	ARAMARK UNIFORM SERVICES INC	PV-170004	6/30/2016	170006 601039528	010-00000-0-00000-81000-55000-0	\$214.42
012788	ARAMARK UNIFORM SERVICES INC	PV-170037	6/23/2016	170006 000601032229	010-00000-0-00000-81000-55000-0	\$214.42
013638	ASSOCIATION OF CALIF. SCH. ADM	PV-170038	7/21/2016	170052 1852061-94422733	010-00000-0-00000-72000-52000-0	\$425.00
013904	AT&T	PV-170035	7/19/2016	170006 000008367267	010-90100-0-00000-82000-59000-0	\$2,258.40
014101	B&B PEST CONTROL SERVICE	PV-170039	6/24/2016	170006 01-TIP-06	010-00000-0-00000-81000-55000-0	\$170.00
013581	BIO CORPORATION	PV-161398	3/31/2016	160312 235567	010-07200-0-11100-10000-43000-0	\$22.95
012360	BOARD OF EQUALIZATION	PV-170008	7/14/2016	170006 ATR 4 2016 FUEL TAX	010-07230-0-00000-36000-58000-0	\$11.30
013843	CALIFORNIA STATE TEACHERS RET.	PV-170046	6/30/2016	170006 100743766592	010-00000-0-11100-10000-39010-0	\$2,086.18
014243	CAROL HOLLINGSHED	PV-170049	7/26/2016	170006 EVENT JUNE 13TH	010-90358-0-00000-24950-43000-0	\$284.14
014243	CAROL HOLLINGSHED	PV-170050	7/26/2016	170006 EVENT JULY14TH	010-90358-0-00000-24950-43000-0	\$514.29
013309	CASBO	PV-170040	6/24/2016	170006 1123587	010-00000-0-00000-72000-53000-0	\$428.00
013619	CDW GOVERNMENT, INC.	PV-170042	7/12/2016	170007 DQL2221	010-07200-0-11100-10000-43000-0	\$18.74
013619	CDW GOVERNMENT, INC.	PV-170041	7/14/2016	170022 DQV6854	010-07200-0-11100-10000-44000-0	\$240.84
013619	CDW GOVERNMENT, INC.	PV-170043	7/13/2016	170004 DQT8990	010-07200-0-11100-10000-44000-0	\$984.52
013619	CDW GOVERNMENT, INC.	PV-170044	7/12/2016	170004 DQN0955	010-07200-0-11100-10000-44000-0	\$1,180.44
013619	CDW GOVERNMENT, INC.	PV-170045	7/14/2016	170004 DQW4805	010-07200-0-11100-10000-44000-0	\$150.00
013389	CLASSIC CHARTER	PV-161401	6/4/2016	160266 117140	010-60100-0-11100-10000-58000-0	\$1,594.00
013568	CLINE'S BUSINESS EQUIP., INC.	PV-161402	4/21/2016	160065 125807	010-00000-0-11100-10000-43000-0	\$3,231.12
013568	CLINE'S BUSINESS EQUIP., INC.	PV-161403	6/20/2016	160065 12783	010-00000-0-11100-10000-43000-0	\$505.19
013459	DELL MARKETING L.P.	PV-170033	7/14/2016	170006 XK12C49P3	010-07200-0-11100-10000-43000-0	\$79.85
013459	DELL MARKETING L.P.	PV-170034	7/14/2016	170006 XK12D5267	010-07200-0-11100-10000-43000-0	\$43.15
013459	DELL MARKETING L.P.	PV-170009	7/13/2016	170005 XK12727T3	010-07200-0-11100-10000-44000-0	\$645.53
013920	DESIREE HEINKS	PV-161417	6/29/2016	170006 SUMMER SUPPLY REIMB	010-07200-0-11350-10000-43000-0	\$50.00
013670	EAGLE SOFTWARE	PV-170003	7/1/2016	170006 M&S-5048	010-00000-0-11100-10000-58000-0	\$4,686.00
005481	EMPLOYMENT DEVELOPMENT DEPT.	PV-170006	7/14/2016	170006 2ND QTR SUJ	010-00000-0-00000-00000-95025-0	\$451.25
013983	EWING IRRIGATION	PV-170047	7/14/2016	170067 1821156	010-81500-0-00000-81000-43000-0	\$165.90
013831	F & M BANK VISA-Anderson Its Elementary		6/29/2016	4330811040007885	010-00000-0-00000-72000-58000-0	\$19.31
013831	F & M BANK VISA-Anderson Its Elementary		6/29/2016	4330811040007885	010-00000-0-00000-72000-58000-0	\$16.13
013831	F & M BANK VISA-Anderson Elem. 4th QTR Awards		6/29/2016	4330811040007885	010-00000-0-11100-10000-43000-0	\$158.39
013831	F & M BANK VISA-Donuts for Dad and Donuts.	PV-161412	6/29/2016	4330811040007885	010-07200-0-00000-24950-43000-0	\$186.95
013831	F & M BANK VISA-Smart n Final Dad n Donuts Supplies		6/29/2016	4330811040007885	010-07200-0-00000-24950-43000-0	\$17.52
013831	F & M BANK VISA-Target, 4 boxes of Awards	PV-161413	6/29/2016	4330811040007885	010-07200-0-11100-10000-43000-0	\$18.51

013831	F & M BANK VISA-Anderson Elem. 4th qtr pencil toppers	6/29/2016	4330811040007885	010-07200-0-11100-10000-43000-0	\$293.57
013831	F & M BANK VISA-CASSPP Training Luncheon	6/29/2016	4330811040007885	010-07200-0-11100-10000-52000-0	\$51.83
013831	F & M BANK VISA-Porterville Recorder Ad	6/29/2016	4330811040007885	010-07200-0-11100-10000-58000-0	\$672.00
013831	F & M BANK VISA-Island Water Park	6/29/2016	4330811040007885	010-07200-0-11100-10000-58000-0	\$537.34
011961	GIOTTOS ALARM TECH	7/1/2016	110206	010-00000-0-00000-81000-58000-0	\$948.00
013506	GLORIA BURRIS	7/14/2016	H&W REIMB.	010-00000-0-00000-72000-58000-0	\$20.00
013943	GUERRERO, MIGUEL	7/14/2016	TCSDDA MILEAGE REIMB	010-00000-0-00000-71000-52000-0	\$156.60
012577	HOUSTON INSURANCE SERVICES	6/13/2016	170023 3427	010-00000-0-00000-72000-54500-0	\$16,025.00
013500	INTERACTIVE EDUCATIONAL SER.	6/23/2016	161913	010-00000-0-00000-72000-58000-0	\$750.00
014239	JOEY'S JUMPING CASTLE	7/14/2016	1313	010-00000-0-00000-24950-43000-0	\$275.00
012733	LAKESHORE	6/23/2016	3307930616	010-903336-0-11100-10000-43000-0	\$1,425.14
013740	LAURA LANDEROS	6/30/2016	H&W REIMB.	010-00000-0-00000-72000-58000-0	\$500.00
014143	LEGO EDUCATION	4/20/2016	1190184788	010-07200-0-11100-10000-43000-0	\$2,233.98
014192	LEVEL 3	5/1/2016	43789413	010-90100-0-11100-10000-44000-0	\$12,400.53
013961	LOWE'S	6/21/2016	160049 8564	010-00000-0-00000-81000-43000-0	\$256.43
013961	LOWE'S	7/1/2016	170063 8850	010-81500-0-00000-81000-43000-0	\$185.59
013961	LOWE'S	7/18/2016	170063 7942	010-81500-0-00000-81000-43000-0	\$190.25
013961	LOWE'S	7/7/2016	170063 7180	010-81500-0-00000-81000-43000-0	\$289.33
012270	LOZANO SMITH	7/12/2016	2008017	010-00000-0-00000-71000-58000-0	\$1,850.62
012270	LOZANO SMITH	7/12/2016	2008018	010-00000-0-00000-71000-58000-0	\$542.85
013607	MANGINI ASSOCIATES, INC.	6/30/2016	7970	010-00000-0-00000-71000-58000-0	\$230.53
003676	MC ELMOYL REFRIGERATION	6/27/2016	7049138	010-00000-0-00000-81000-58000-0	\$603.58
003676	MC ELMOYL REFRIGERATION	6/17/2016	7048719	010-81500-0-00000-81000-58000-0	\$347.35
014097	McGRAW-HILL SCHOOL EDUCATION	7/19/2016	170040 92770886001	010-63000-0-11100-10000-42000-0	\$3,801.75
014092	MEDICAL BILLING TECH, INC.	6/13/2016	AR-19519	010-56400-0-11100-10000-58000-0	\$70.01
013882	MOBILE MODULAR MGT. CORP.	7/3/2016	170033 5943,5826,5800	010-00000-0-00000-81000-56000-0	\$1,381.00
014103	MUNOZ, JACOB	6/29/2016	Field Trip Reimb.	010-07200-0-11100-10000-43000-0	\$95.75
012836	OFFICE DEPOT, INC.	6/30/2016	MULTI-INV-VROOM SUPP	010-00000-0-00000-72000-43000-0	\$187.43
012836	OFFICE DEPOT, INC.	6/30/2016	MULTI-INV-VROOM SUPP	010-00000-0-00000-72000-43000-0	\$694.40
014125	PATTI PAQUETTE	6/12/2016	160304 DRIVER TRAINING	010-07230-0-00000-36000-58000-0	\$450.00
014179	PITNEY BOWES	6/13/2016	160230 80000-9090-0896-7114	010-00000-0-00000-72000-59000-0	\$130.64
014179	PITNEY BOWES	7/13/2016	170074 8000-9090-0896-7114	010-00000-0-00000-72000-59000-0	\$34.13
014179	PITNEY BOWES	6/16/2016	170074 1001001883	010-00000-0-00000-72000-59000-0	\$81.00
013292	REALLY GOOD STUFF	7/19/2016	170016 5606847	010-00000-0-00000-72000-59000-0	\$120.74
013292	REALLY GOOD STUFF	6/9/2016	5539499	010-07200-0-11100-10000-43000-0	\$80.79
014109	RENAISSANCE LEARNING INC.	7/19/2016	170013 INV4261836	010-07200-0-11100-10000-53000-0	\$5,724.00
013625	RICHMOND, STACY	7/14/2016	SUMMER SUPPLY REIMB.	010-07200-0-11350-10000-43000-0	\$46.35
013969	SCHOOL SERVICES OF CALIF., INC	6/28/2016	W091169-IN	010-00000-0-00000-72000-52000-0	\$195.00
013969	SCHOOL SERVICES OF CALIF., INC	5/31/2016	160220 W091031-IN	010-00000-0-00000-72000-52000-0	\$155.00
014194	Secure by Design Inc	7/13/2016	170002 25562274	010-00000-0-11100-10000-53000-0	-\$1,140.00
014111	SISC	7/26/2016	170076 JULY 2016 ACTIVE	010-00000-0-00000-00000-95024-0	\$60,302.99
014111	SISC	7/26/2016	170076 JULY 2016 RETIRED	010-00000-0-00000-00000-95028-0	\$4,398.20
014111	SISC	7/26/2016	170076 JULY 2016 BOARD	010-00000-0-00000-71000-34020-0	\$6,567.40
005383	SOUTHERN CALIF EDISON CO	6/29/2016	2-01-784-2188	010-99900-0-00000-81000-55000-0	\$87.01
005383	SOUTHERN CALIF EDISON CO	6/29/2016	2-13-851-6737	010-99900-0-00000-81000-55000-0	\$444.85
005383	SOUTHERN CALIF EDISON CO	6/29/2016	2-01-784-2667	010-99900-0-00000-81000-55000-0	\$854.52

005383	SOUTHERN CALIF EDISON CO	PV-161410	6/29/2016	2-01-784-2345	010-99900-0-00000-81000-55000-0	\$3,524.92
005383	SOUTHERN CALIF EDISON CO	PV-161411	6/29/2016	2-01-784-2543	010-99900-0-00000-81000-55000-0	\$285.01
005383	SOUTHERN CALIF EDISON CO	PV-170048	7/26/2016	MULTI-INV	010-99900-0-00000-81000-55000-0	\$3,711.97
013564	SSDA REGIONAL MEETINGS	PV-161432	6/29/2016	16-001814	010-00000-0-00000-71000-52000-0	\$150.00
014197	Stanton Office Machine Company	PV-170029	6/29/2016	INV14246	010-00000-0-00000-72000-43000-0	\$42.37
014197	Stanton Office Machine Company	PV-170077	7/21/2016	INV15511	010-00000-0-00000-82000-64000-0	\$21,870.00
014197	Stanton Office Machine Company	PV-170028	6/29/2016	INV14245	010-00000-0-11100-10000-43000-0	\$6.73
013303	STATE OF CALIFORNIA	PV-170030	6/30/2016	174694	010-00000-0-00000-72000-58000-0	\$32.00
013778	STRATHMORE ELEMENTARY	PV-161428	4/11/2016	3RD QUARTER SERVICES	010-07200-0-00000-31200-58000-0	\$9,341.88
013778	STRATHMORE ELEMENTARY	PV-161429	6/30/2016	4TH QUARTER SERVICES	010-07200-0-00000-31200-58000-0	\$9,341.88
013267	Supplyworks	PV-161430	6/14/2016	369704416	010-00000-0-00000-81000-43000-0	\$78.66
013267	Supplyworks	PV-170066	7/13/2016	372314690	010-81500-0-00000-81000-43000-0	\$369.10
013267	Supplyworks	PV-170067	7/19/2016	372840488	010-81500-0-00000-81000-43000-0	\$2,450.92
014220	TCOE School Health Programs	PV-161435	6/23/2016	160199	010-07200-0-11100-10000-52000-0	\$80.00
005388	THE GAS COMPANY	PV-161416	6/17/2016	108 416 9100 8	010-00000-0-00000-81000-55000-0	\$239.98
005388	THE GAS COMPANY	PV-170064	7/26/2016	JULY 2016 GAS	010-00000-0-00000-81000-55000-0	\$177.42
013985	TIFFANI BENEDETTI	PV-161400	6/29/2016	Drama Supply Reimb.	010-07200-0-11100-10000-43000-0	\$157.49
013985	TIFFANI BENEDETTI	PV-161399	6/29/2016	Summer Supply Reimb	010-07200-0-11350-10000-43000-0	\$31.30
012264	TIPTON AUTO PARTS	PV-161418	6/17/2016	6076-6313-6506-6598	010-81500-0-00000-81100-43000-0	\$170.30
005760	TIPTON COMMUNITY SERVICES DIST	PV-170074	7/26/2016	100-400-02	010-00000-0-00000-81000-55000-0	\$583.18
014075	TROY'S GLASS	PV-161438	6/10/2016	160292	010-81500-0-00000-81100-43000-0	\$272.54
013463	TULARE COUNTY OFFICE OF EDUCAT	PV-161434	6/20/2016	160227	010-00000-0-71100-10000-58000-0	\$2,036.00
013463	TULARE COUNTY OFFICE OF EDUCAT	PV-161436	6/3/2016	160256	010-30100-0-11100-10000-58000-0	\$7,015.92
013463	TULARE COUNTY OFFICE OF EDUCAT	PV-161437	6/3/2016	162495	010-40350-0-11100-10000-58000-0	\$12,784.08
012324	TULE TRASH COMPANY	PV-170072	7/26/2016	170030	010-00000-0-00000-81000-55000-0	\$985.90
014067	UNIVERSITY OF OREGON	PV-161440	6/2/2016	162-01093	010-00000-0-11100-10000-58000-0	\$11.00
012906	VALLEY IND MEDICAL GROUP	PV-170076	7/19/2016	170035	010-07230-0-00000-36000-58000-0	\$100.00

GENERAL FUND TOTAL EXPENDITURES FOR APY JUNE 29 THRU JULY 26, 2016

014101	B&B PEST CONTROL SERVICE		6/24/2016	01-TIP-06	130-53100-0-00000-81000-55000-0	\$40.00
012921	GOLD STAR FOODS INC.	PV-161415	6/9/2016	160314	130-53100-0-00000-37000-47000-0	\$563.26
013191	PRODUCERS	PV-161422	5/27/2016	160089	130-53100-0-00000-37000-47000-0	\$251.14
013191	PRODUCERS	PV-161423	5/31/2016	160089	130-53100-0-00000-37000-47000-0	\$183.00
013191	PRODUCERS	PV-161424	6/7/2016	160089	130-53100-0-00000-37000-47000-0	\$383.77
013191	PRODUCERS	PV-161425	6/14/2016	160089	130-53100-0-00000-37000-47000-0	\$479.79
013191	PRODUCERS	PV-170060	7/26/2016	MULTI-INV	130-53100-0-00000-37000-47000-0	\$1,888.07
013130	SYSCO FOOD SERVICES	PV-161433	6/3/2016	606030223	130-53100-0-00000-37000-47000-0	\$1,546.20
012324	TULE TRASH COMPANY	PV-170073	7/26/2016	170029	130-53100-0-00000-81000-55000-0	\$702.12
012650	VALLEY FOOD SERVICE	PV-161439	6/8/2016	160042	130-53100-0-00000-37000-47000-0	\$923.67

CAFETERIA FUND TOTAL EXPENDITURES FOR APY JUNE 29 THRU JULY 26, 2016

014099	SOUTHERN CALIFORNIA EDISON	PV-161404	6/9/2016	160313	210-99900-0-00000-85000-62000-0	\$268.40
005760	TIPTON COMMUNITY SERVICES DIST	PV-170071	6/30/2016	170041	210-99900-0-00000-85000-62000-0	\$52,556.25

BUILDING FUND TOTAL EXPENDITURES FOR APY JUNE 29 THRU JULY 26, 2016

Total Entered on 7/26/2016						
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Report Total: **\$226,667.83**

CAFETERIA FUND TOTAL EXPENDITURES FOR APY JUNE 29 THRU JULY 26, 2016 **\$6,961.02**

BUILDING FUND TOTAL EXPENDITURES FOR APY JUNE 29 THRU JULY 26, 2016 **\$52,824.65**

Total Entered on 7/26/2016 **\$286,453.50**

5. FINANCE: Action items:

5.2 Budget Transfers

Budget Revision Report

Control Number: 72751083

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 0100 General Fund			
Revenues			
010-00000-0-00000-00000-80110-0	\$4,360,796.00	(\$42,939.00)	\$4,317,857.00
010-00000-0-00000-00000-80410-0	\$604,451.00	\$44,215.00	\$648,666.00
010-14000-0-00000-00000-80120-0	\$687,899.00	\$302.00	\$688,201.00
Revenue Limit	\$5,653,146.00	\$1,578.00	\$5,654,724.00
Total Revenues	\$5,653,146.00	\$1,578.00	\$5,654,724.00
Expenditures			
010-81500-0-00000-81000-23000-0	\$0.00	\$1,100.00	\$1,100.00
	\$0.00	\$1,100.00	\$1,100.00
Classified Salaries			
010-00000-0-11100-10000-43000-0	\$35,000.00	(\$1,000.00)	\$34,000.00
010-07200-0-11100-10000-43000-0	\$61,403.00	(\$9,845.41)	\$51,557.59
010-07200-0-11100-10000-44000-0	\$40,000.00	(\$11,500.00)	\$28,500.00
010-07200-0-11330-10000-43000-0	\$0.00	\$150.00	\$150.00
010-11000-0-11100-10000-43000-0	\$15,000.00	\$4,800.00	\$19,800.00
010-56400-0-11100-10000-43000-0	\$0.00	\$1,782.00	\$1,782.00
010-81500-0-00000-81000-43000-0	\$10,000.00	(\$1,100.00)	\$8,900.00
010-90100-0-11100-10000-44000-0	\$50,000.00	(\$25,000.00)	\$25,000.00
Books and Supplies	\$211,403.00	(\$41,713.41)	\$169,689.59
010-00000-0-00000-81000-56000-0	\$35,000.00	(\$10,000.00)	\$25,000.00
010-00000-0-00000-81000-58000-0	\$4,000.00	\$10,000.00	\$14,000.00
010-00000-0-11100-10000-53000-0	\$0.00	\$1,500.00	\$1,500.00
010-00000-0-11100-10000-58000-0	\$25,000.00	(\$1,500.00)	\$23,500.00
010-00000-0-11100-10000-59000-0	\$0.00	\$1,000.00	\$1,000.00
010-07200-0-11100-10000-53000-0	\$500.00	\$19,500.00	\$20,000.00
010-07200-0-11330-10000-58000-0	\$0.00	\$1,695.41	\$1,695.41

Budget Revision Report

Control Number: 72751083

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-30100-0-11100-10000-58000-0	\$30,319.00	(\$200.00)	\$30,119.00
010-30100-0-11100-21300-52000-0	\$0.00	\$200.00	\$200.00
010-40350-0-11100-21300-58000-0	\$0.00	\$12,470.00	\$12,470.00
010-56400-0-11100-10000-58000-0	\$1,782.00	(\$1,782.00)	\$0.00
010-62640-0-11100-21300-52000-0	\$0.00	\$2,000.00	\$2,000.00
010-62640-0-11100-24900-58000-0	\$16,000.00	(\$2,000.00)	\$14,000.00
010-90100-0-00000-82000-59000-0	\$0.00	\$25,000.00	\$25,000.00
Services, Other Operating Expenses	\$112,601.00	\$57,883.41	\$170,484.41
010-00000-0-00000-82000-64000-0	\$0.00	\$22,000.00	\$22,000.00
Capital Outlay	\$0.00	\$22,000.00	\$22,000.00
Total Expenditures	\$324,004.00	\$39,270.00	\$363,274.00
Other Financing Sources/Uses			
010-40350-0-00000-00000-89900-0	(\$12,470.00)	\$12,470.00	\$0.00
Contributions	(\$12,470.00)	\$12,470.00	\$0.00
Budgeted Unappropriated Fund Balance before this adjustment:		\$3,080,345.84	
Total Adjustment to Unappropriated Fund Balance:		(\$25,222.00)	
Budgeted Unappropriated Fund Balance after this adjustment:		\$3,055,123.84	

7. Any Other Business

7.1 Quarterly Board Policy Updates – Informational

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that expressly include charter schools, including, but not limited to, requirements that each charter school:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
3. Not charge tuition (Education Code 47605)
4. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
7. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)
8. Admit all students who wish to attend the school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

CHARTER SCHOOL OVERSIGHT (continued)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
 - c. Other admissions preferences may be permitted by the chartering district on an individual school basis consistent with law. (Education Code 47605)
9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
11. If the school offers a kindergarten program: (Education Code 48000)
 - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
 - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
14. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)
15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

CHARTER SCHOOL OVERSIGHT (continued)

16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
18. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy, with specified components (Education Code 51224.7)
19. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60850-60859)
20. Until July 31, 2018, grant a high school diploma to any student who completed grade 12 in the 2003-04 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 60851.6)
21. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)
22. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
23. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
24. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
25. If the school offers an athletic program, annually provide an information sheet about concussion and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the

CHARTER SCHOOL OVERSIGHT (continued)

- remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Education Code 49475)
26. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
 27. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)
 28. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
 29. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
 30. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days (Education Code 69432.9)
 31. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
 - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
 32. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)

CHARTER SCHOOL OVERSIGHT (continued)

33. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
 - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
 - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
 - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration
34. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
35. Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
 - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template in 5 CCR 15497.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5; 5 CCR 15497.5)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

CHARTER SCHOOL OVERSIGHT (continued)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
 - d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
 - e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
 - f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)
36. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)
37. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article XVI, Section 8.5)

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

SCHOOL-CONNECTED ORGANIZATIONS

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting the district's educational and extracurricular programs. The Board appreciates the contributions made by such organizations toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities.

(cf. 0200 - Goals for the School District)
(cf. 6020 - Parent Involvement)

Persons proposing to establish a school-connected organization shall submit a request to the Board for authorization to operate within the district or at a district school.

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3554 - Other Food Sales)
(cf. 5030 - Student Wellness)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall establish appropriate rules for the relationship between school-connected organizations and the district.

A school-connected organization shall obtain the written approval of the Superintendent or designee prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of a district school or the students at that school. (Education Code 51521)

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 1330 - Use of School Facilities)
(cf. 3452 - Student Activity Funds)

A school-connected organization may consult with the principal to determine school needs and priorities.

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

(cf. 3260 - Fees and Charges)

Legal Reference: (see next page)

SCHOOL-CONNECTED ORGANIZATIONS (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
35160 Authority of governing boards
38130-38138 Civic Center Act, use of school property for public purposes
48931 Authorization for sale of food by student organization
48932 Authorization for fund-raising activities by student organization
49011 Student fees
49431-49431.7 Nutritional standards
51520 Prohibited solicitation on school premises
51521 Fund-raising project

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes
25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

PENAL CODE

319-329 Lottery, raffle

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs
15500 Food sales in elementary schools
15501 Food sales in high schools and junior high schools
15575-15578 Requirements for foods and beverages outside the federal meals program

CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 7

210.11 Competitive food services

220.12 Competitive food services

COURT DECISIONS

Serrano v. Priest, (1976) 18 Cal. 3d 728

Management Resources:

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference

WEB SITES

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

California Office of the Attorney General, charitable trust registry: <http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>

Fiscal Crisis and Management Assistance Team (FCMAT); <http://www.fcmat.org>

SCHOOL-CONNECTED ORGANIZATIONS

A school-connected organization's request for authorization to operate within the district or at a district school shall contain, as appropriate:

1. The name and purpose of the organization
2. The date of application
3. Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination

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

4. The names, addresses, and phone numbers of all officers
5. A list of specific objectives
6. An agreement to grant the district the right to audit the group's financial records, either by district personnel or a certified public accountant, whenever any concern is raised regarding the use of the funds
7. The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds
8. The signature of the principal of the supporting school
9. Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future
10. An agreement to provide evidence of liability and/or directors and officers insurance when and in the manner required by law

(cf. 1330 - Use of School Facilities)

Requests for subsequent authorization shall be annually submitted to the Superintendent or designee, along with a financial statement showing all income and expenditures from fundraisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his/her recommendation to the Governing Board for approval.

When deemed necessary by the Board or the Superintendent or designee, the authorization for a school-connected organization to conduct activities in the district may be revoked at any time.

SCHOOL-CONNECTED ORGANIZATIONS (continued)

Each school-connected organization shall abide by the following rules:

1. The organization shall not act as an agent of the district or school.
2. The organization shall not use the district's tax-exempt status and identification number. It shall be responsible for its own tax status, accounting, internal controls, financial reporting, retention of records, and other operations.
3. The organization shall use a separate name and logo. Any use of a name or logo affiliated with the district, a district school, or a school team shall require the prior consent of the Superintendent or designee.
4. Funds of the school-connected organization shall not be co-mingled with district funds, including associated student body funds.
5. The organization shall not hire or directly pay any district employee. If a school-connected organization wishes to pay for additional and/or extracurricular services, the person to provide the services shall be hired through the district's personnel department, provided the Board approves the position. At their discretion, employees may volunteer to perform activities for school-connected organizations during nonworking hours.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

BIDS

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

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

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements regarding contracting after competitive bidding. (Public Contract Code 20116, 22033)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

(cf. 9270 - Conflict of Interest)

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required, and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and

BIDS (continued)

the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

*Legal Reference:*EDUCATION CODE17070.10-17079.30 *Leroy F. Greene School Facilities Act*17250.10-17250.55 *Design-build contracts*17406 *Lease-leaseback contract*17595 *Purchase of supplies through Department of General Services*17602 *Purchase of surplus property from federal agencies*38083 *Purchase of perishable foodstuffs and seasonable commodities*38110-38120 *Apparatus and supplies*39802 *Transportation services*CODE OF CIVIL PROCEDURE446 *Verification of pleadings*GOVERNMENT CODE4217.10-4217.18 *Energy conservation contracts*4330-4334 *Preference for California-made materials*6252 *Definition of public record*53060 *Special services and advice*54201-54205 *Purchase of supplies and equipment by local agencies*PUBLIC CONTRACT CODE1102 *Emergencies*2000-2002 *Responsive bidders*3000-3010 *Roofing projects*3400 *Bids, specifications by brand or trade name not permitted*3410 *United States produce and processed foods*6610 *Bid visits*12200 *Definitions, recycled goods, materials and supplies*20101-20103.7 *Public construction projects, requirements for bidding*20103.8 *Award of contracts*20107 *Bidder's security*20110-20118.4 *Contracting by school districts*20189 *Bidder's security, earthquake relief*22002 *Definition of public project*22030-22045 *Alternative procedures for public projects (UPCCAA)*22050 *Alternative emergency procedures*22152 *Recycled product procurement*

Legal Reference continued: (see next page)

BIDS (continued)

Legal Reference: (continued)

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739

Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425

Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 Ops. Cal. Atty. Gen. 1 (2006)

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California Uniform Construction Cost Accounting Commission:

http://www.sco.ca.gov/ard_cuccac.html

BIDS

Advertised/Competitive Bids

The district shall advertise for competitive bids when any public project contract involves an expenditure of \$15,000 or more. *Public project* means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also advertise for competitive bids when a contract exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. *Maintenance* includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final

BIDS (continued)

plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
 - a. Cash
 - b. A cashier's check made payable to the district
 - c. A certified check made payable to the district
 - d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

BIDS (continued)

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.
8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
9. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability

BIDS (continued)

and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

BIDS (continued)

2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with the section "Design-Build Contracts" below, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

(cf. 9270 - Conflict of Interest)

Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications

BIDS (continued)

equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

BIDS (continued)

Design-Build Contracts

When it is in the best interest of the district, the Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

The procurement process for design-build projects shall be as follows: (Education Code 17250.25)

1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to, the size, type, and desired design character of the project; performance specifications covering the quality of materials, equipment, workmanship, preliminary plans, or building layouts; or any other information deemed necessary to describe adequately the district's needs. The documents may include operations during a training or transition period, but shall not include long-term operations for a project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.
2. The district shall prepare and issue a request for qualifications in order to prequalify or develop a short list of the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
 - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
 - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction experience, acceptable safety record, and all other non-price-related factors
 - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

The district also may identify specific types of subcontractors that must be included in the statement of qualification and proposal.

BIDS (continued)

- A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25)
3. The district shall prepare a request for proposals that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The request for proposals shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
 4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
 5. For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
 - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

BIDS (continued)

- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

BIDS (continued)

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)
(cf. 3512 - Equipment)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3511 - Energy and Water Management)
(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

BIDS (continued)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

Lease-Leaseback Contract

Upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

(cf. 9124 - Attorney)

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

Uniform Public Construction Cost Accounting Act

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

BIDS (continued)

1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
 - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
 - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to one or both of the following:
 - (1) To all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due
 - (2) To all construction trade journals identified pursuant to Public Contract Code 22036
 - c. The district shall review the informal bids and award the contract, except that:
 - (1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate was reasonable.
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

BIDS (continued)

- (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
- (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
- (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
- (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair a facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, in accordance with the contracting procedures in Public Contract Code 22050. The work may be done by day labor under the direction of the Board and/or contractor. (Public Contract Code 22035)

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 3540 - Transportation)
(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

(cf. 3250 - Transportation Fees)

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

(cf. 5131.1 - Bus Conduct)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3541 - Transportation Routes and Services)

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

(cf. 3542 - School Bus Drivers)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

(cf. 6163.2 - Animals at School)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

Legal Reference: (see next page)

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Legal Reference:

EDUCATION CODE

39807.5 *Payment of transportation cost*
39839 *Guide dogs, signal dogs, and service dogs on bus*
41850-41854 *Allowances for transportation*
48300-48315 *Alternative interdistrict attendance program*
48915.5 *Expulsion of students with exceptional needs*
56040 *No cost for special education and related services*
56195.8 *Adoption of policies*
56327 *Assessment for special education and related services*
56345 *Individualized education program*
56365-56366.1 *Nonpublic nonsectarian schools or agencies*

CIVIL CODE

54.1-54.2 *Service animals*

CODE OF REGULATIONS, TITLE 5

15243 *Physically handicapped minors*
15271 *Exclusion from report*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 *Definitions*

35.136 *Service animals*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504*

300.1-300.818 *Individuals with Disabilities Education Act, especially:*

300.34 *Transportation defined as related service*

CODE OF FEDERAL REGULATIONS, TITLE 49

571.222 *Federal requirements for bus securement systems*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Special Education Transportation Guidelines

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, 2009

Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009

WEB SITES

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

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

DISTRICT RECORDS

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)
(cf. 3440 - Inventories)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

(cf. 0440 - District Technology Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

DISTRICT RECORDS (continued)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

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

(cf. 5145.6 - Parental Notifications)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

Legal Reference: (see next page)

DISTRICT RECORDS (continued)

Legal Reference:

EDUCATION CODE

35145 *Public meetings*

35163 *Official actions, minutes and journal*

35250-35255 *Records and reports*

44031 *Personnel file contents and inspection*

49065 *Reasonable charge for transcripts*

49069 *Absolute right to access*

CIVIL CODE

1798.29 *Breach of security involving personal information*

CODE OF CIVIL PROCEDURE

1985.8 *Electronic Discovery Act*

2031.010-2031.060 *Civil Discovery Act, scope of discovery demand*

2031.210-2031.320 *Civil Discovery Act, response to inspection demand*

GOVERNMENT CODE

6205-6210 *Confidentiality of addresses for victims of domestic violence, sexual assault or stalking*

6252-6265 *Inspection of public records*

12946 *Retention of employment applications and records for two years*

PENAL CODE

11170 *Retention of child abuse reports*

CODE OF REGULATIONS, TITLE 5

430 *Individual student records; definition*

432 *Varieties of student records*

16020-16022 *Records, general provisions*

16023-16027 *Retention of records*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 *Family Educational Rights and Privacy Act*

Management Resources:

WEB SITES

California Secretary of State: <http://www.sos.ca.gov/safeathome>

PRERETIREMENT PART-TIME EMPLOYMENT

When the Governing Board has adopted the reduced workload program, any classified employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, and collective bargaining agreement.

When so authorized, any classified employee who is a member of the Public Employees' Retirement System may reduce his/her workload from full time to part time without losing retirement benefits, if all of the following conditions are met: (Education Code 45139)

1. The employee shall have reached the age of 55 prior to the workload reduction.
2. The employee shall have been employed full time in a classified position for at least 10 years, of which the immediately preceding five years were full-time employment.
3. During the period immediately preceding a request for reduction in workload, the employee shall have been employed full time in a classified position for a total of at least five years without a break in service.
4. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the district.
5. The employee shall be paid a salary that is the pro rata share of the salary he/she would be earning had the employee not elected to exercise the option of part-time employment.
6. The employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time classified employee.

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

7. The minimum part-time employment shall be the equivalent of one-half of the number of hours of service required by the employee's contract during his/her final year of service in a full-time classified position.
8. The period of the part-time employment shall not exceed five years.
9. The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.

Prior to the reduction of an employee's workload, the Superintendent or designee shall verify the employee's eligibility for the reduced workload program. (Government Code 20905)

PRERETIREMENT PART-TIME EMPLOYMENT (continued)

The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Government Code 20905)

(cf. 3580 - District Records)

The district may allow any classified employee who is not eligible for the reduction of workload pursuant to Education Code 45139 to reduce his/her workload from full time to part time after determining that it is in the best interest of the district. In any such case, the Board shall specify the terms and conditions under which the reduction in workload shall take place.

Legal Reference:

EDUCATION CODE

45139 *Reduced workload for classified employees*

GOVERNMENT CODE

20000-21703 *Public Employees' Retirement System, especially:*

20905 *Reduced workload program, classified employees*

53201 *Health and welfare benefits*

COURT DECISIONS

Praiser v. Biggs Unified School District (2001) 87 Cal.App.4th 398

Management Resources:

WEB SITES

California Public Employees' Retirement System: <http://www.calpers.ca.gov>

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2015 (AB 93, Ch. 10, Statutes of 2015) extends the suspension of these requirements through the 2015-16 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	BP 5113 AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	BP 5113 AR 5113 AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year 4622	Education Code 49013; 5 CCR	AR 1312.3 remedies	Uniform complaint procedures, available appeals, civil law
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.61	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
When child first enrolls in a public school, if the school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

PARENTAL NOTIFICATIONS (continued)**II. At Specific Times During the Student's Academic Career** (continued)

Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, 20 days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student has been placed in structured English immersion program	Education Code 310-311; 5 CCR 11309	AR 6174	Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title III funds, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 440; 20 USC 7012	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, exit requirements of program
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified a truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school premises
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
To person holding educational rights, within 30 days of foster or homeless youth's transfer between high schools	Education Code 51225.1	AR 6173 AR 6173.1	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
Within 14 days of instruction if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.24	Timely notice to parent/guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6316	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. Classroom Notices			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities

ADULT EDUCATION

The Governing Board believes that education is a lifelong process and that it is important for individuals to continuously develop new skills. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

The district shall participate in the adult education program administered by the county office of education. District students enrolled in this program shall be under the immediate supervision of a certificated district employee.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's adult education consortium shall be designated by the Board. (Education Code 84905)

(cf. 9140 - Board Representatives)

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. (Education Code 52505, 52513)

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

1. At least one term in the adult elementary program
2. Overall eighth-grade placement on a recognized standardized achievement test

ADULT EDUCATION (continued)

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

(cf. 6142.7 - Physical Education and Activity)

(cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

ADULT EDUCATION (continued)

Legal Reference:

EDUCATION CODE

8500-8538 *Adult education*

10200 *CalWORKs education and job training plan*

41975-41976.2 *Adult education; authorized classes and courses*

44260.2-44260.3 *Credential requirements, designated subjects adult education credential*

44865 *Qualifications for home teachers and teachers in special classes*

46190-46192 *Adult school; days of attendance*

46300.1-46300.4 *Independent study*

51040 *Prescribed courses*

51056 *Adult education course of study*

51225.3 *Requirements for graduation*

51241 *Physical education exemptions*

51246 *Physical education exemptions*

51730-51732 *Elementary school special day and evening classes*

51745-51749.6 *Independent study*

51810-51815 *Community service classes*

52500-52523 *Adult schools*

52530-52531 *Use of hospitals*

52540-52544 *Adult English classes*

52550-52556 *Classes in citizenship*

52570-52572 *Disabled adults*

52610-52616.24 *Adult schools, finances*

52651-52656 *Immigrant Workforce Preparation Act*

60410 *Books for adult classes*

84830 *Adult education consortium*

84900-84920 *Adult Education Block Grant*

WELFARE AND INSTITUTIONS CODE

11320-11329.5 *CalWORKs, including education and job training*

CODE OF REGULATIONS, TITLE 5

10501 *Adult education*

10508 *Records and reports*

10530-10534 *Standards*

80034 *Teaching credentials, adult education*

80034.5 *Adult education, substitute teachers*

80036-80036.4 *Requirements for designated subjects adult education credential*

80040.2-80040.2.7 *Programs of personalized preparation for the designated subjects adult education teaching credentialing*

UNITED STATES CODE, TITLE 20

2301-2415 *Carl D. Perkins Career and Technical Education Act*

UNITED STATES CODE, TITLE 29

3101-3255 *Workforce Innovation and Opportunity Act*

3271-3333 *Adult Education and Family Literacy Act*

Management Resources: (see next page)

ADULT EDUCATION (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Adult Education Handbook for California, 2005

Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013

WEB SITES

California Council for Adult Education: <http://www.ccaestate.org>

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

California Department of Industrial Relations, Division of Apprenticeship Standards:

<https://www.dir.ca.gov/das>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Comprehensive Adult Student Assessment Systems: <https://www.casas.org>

ADULT EDUCATION

Enrollment

With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, *adults* include persons 18 years of age or older. For other adult education programs, *adults* include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52610, 84901)

Concurrent Enrollment of High School Students

High school students shall be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

1. The adult education program, course, or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school.

(cf. 6146.1 - High School Graduation Requirements)

3. The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's career technical education program.

(cf. 6178 - Career Technical Education)

4. The adult education program, course, or class supplements and enriches the high school student's educational experience.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

ADULT EDUCATION (continued)

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes his/her parent/guardian and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education course or class
2. That this enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

The above statement shall be signed by the student, the parent/guardian, and the certificated high school representative.

(cf. 6164.2 - Guidance/Counseling Services)

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

Adult education classes or courses shall offer instruction in one or more of the following: (Education Code 41976, 84913)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation
3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce
4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school
5. Programs for adults with disabilities

ADULT EDUCATION (continued)

6. Short-term career technical education programs with high employment potential
7. Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs
8. Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting
9. English as a second language
10. Programs for older adults
11. Home economics
12. Health and safety education

The Superintendent or designee shall annually submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

Adults also may be enrolled in community service classes offered by the district. (Education Code 51811)

(cf. 6146.4 - Service Learning/Community Service Classes)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

(cf. 6158 - Independent Study)

Participation in independent study shall be voluntary. (Education Code 51747)

Any course taken through independent study shall be a course listed in Education Code 51225.3 or otherwise required by the Board for high school graduation. (Education Code 46300.4)

ADULT EDUCATION (continued)

An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1)

Fees

No fee shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In some cases books may be obtained from the district at cost or may be obtained on loan with the payment of a refundable deposit. In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes. (Education Code 52615, 60410)

(cf. 3260 - Fees and Charges)

RESIGNATION

A member of the Governing Board who wishes to resign from the Board shall file a written resignation with the County Superintendent of Schools. (Education Code 5090)

The resigning Board member shall also notify the Board and give a copy of his/her written resignation to the Board secretary.

The resignation shall become effective when filed with the County Superintendent, except when a deferred effective date is specified in the resignation. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

A Board member who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all the powers of the office, except that he/she shall not have the right to vote for his/her successor in an action taken by the Board to make a provisional appointment. (Education Code 5091, 35178)

(cf. 9223 - Filling Vacancies)

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

(cf. 9270 - Conflict of Interest)

Legal Reference:

EDUCATION CODE

5090-5095 Vacancies on the board

35178 Resignation with deferred effective date

GOVERNMENT CODE

1770 Vacancy on the board

87300-87313 Conflict of interest code

87500 Statement of economic interests

Management Resources:

CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

WEB SITES

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

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

CONFLICT OF INTEREST (continued)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

CONFLICT OF INTEREST (continued)

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and

CONFLICT OF INTEREST (continued)

necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

CONFLICT OF INTEREST (continued)

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference: (see next page)

CONFLICT OF INTEREST (continued)

Legal Reference:

EDUCATION CODE

1006 *Qualifications for holding office*
35107 *School district employees*
35230-35240 *Corrupt practices, especially:*
35233 *Prohibitions applicable to members of governing boards*
41000-41003 *Moneys received by school districts*
41015 *Investments*

FAMILY CODE

297.5 *Rights, protections, and benefits of registered domestic partners*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*
1125-1129 *Incompatible activities*
81000-91014 *Political Reform Act of 1974, especially:*
82011 *Code reviewing body*
82019 *Definition, designated employee*
82028 *Definition, gift*
82030 *Definition, income*
82033 *Definition, interest in real property*
82034 *Definition, investment*
87100-87103.6 *General prohibitions*
87200-87210 *Disclosure*
87300-87313 *Conflict of interest code*
87500 *Statements of economic interests*
89501-89503 *Honoraria and gifts*
89506 *Ethics; travel*
91000-91014 *Enforcement*

PENAL CODE

85-88 *Bribes*

REVENUE AND TAXATION CODE

203 *Taxable and exempt property - colleges*

CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*
18700-18707 *General prohibitions*
18722-18740 *Disclosure of interests*
18750.1-18756 *Conflict of interest codes*

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

Legal Reference continued: (see next page)

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

ATTORNEY GENERAL OPINIONS

- 92 Ops.Cal.Atty.Gen. 26 (2009)
- 92 Ops.Cal.Atty.Gen. 19 (2009)
- 89 Ops.Cal.Atty.Gen. 217 (2006)
- 86 Ops.Cal.Atty.Gen. 138(2003)
- 85 Ops.Cal.Atty.Gen. 60 (2002)
- 82 Ops.Cal.Atty.Gen. 83 (1999)
- 81 Ops.Cal.Atty.Gen. 327 (1998)
- 80 Ops.Cal.Atty.Gen. 320 (1997)
- 69 Ops.Cal.Atty.Gen. 255 (1986)
- 68 Ops.Cal.Atty.Gen. 171 (1985)
- 65 Ops.Cal.Atty.Gen. 606 (1982)
- 63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

CONFLICT OF INTEREST

**RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the _____ School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the _____ School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the _____ School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:

Secretary/President

CONFLICT OF INTEREST (continued)**Conflict of Interest Code of the
_____ School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX**Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law

CONFLICT OF INTEREST (continued)

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)