

AGENDA

REGULAR BOARD MEETING

Wednesday, July 5, 2016

6:00 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 - 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

4. **ADMINISTRATIVE: Action items:**

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

4.2 Approval of Quarterly Board Policies

4.3 Agreement with Stanton Office Machine for Office Copiers

5. **FINANCE: Action items:**

5.1 Vendor Payments

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

6.1 MOT--FOOD SERVICE—PROJECTS

7. **Any Other Business**

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.

Agenda Posted: Thursday, June 23, 2016

3. CONSENT CALENDAR: Action items:

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

MINUTES

SPECIAL BOARD MEETING

Tuesday, June 14, 2016
7:00 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, Greg Rice, and Iva Sousa. Shelley Heeger and John Cardoza 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 Regular Board Meeting – June 7, 2016

3.2 Conference Request

Motion to approve the consent calendar was made by Iva Sousa and second by Greg Rice.

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

Yea - Iva Sousa, Tony Macedo and Greg Rice

No – 0

Abstain – 0

Absent – Shelley Heeger and John Cardoza

4. **ADMINISTRATIVE: Action items:**

4.1 Approval of proposed Local Control Accountability Plan (LCAP) for the 2016-2017 School Year

Motion to approve the LCAP for the 2016-2017 School Year was made by Greg Rice and second by Iva Sousa.

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

Yea - Iva Sousa, Tony Macedo and Greg Rice

No – 0

Abstain – 0

Absent – Shelley Heeger and John Cardoza

4.2 Approval of proposed School Budget for the 2016-2017 School Year

Motion to approve the School Budget for the 2016-2017 School Year was made by Greg Rice and second by Iva Sousa.

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

Yea - Iva Sousa, Tony Macedo, and Greg Rice

No – 0

Abstain – 0

Absent – Shelley Heeger and John Cardoza

4.3 Approval of Board Resolution #2015-2016-19, Education Protection Account

Motion to approve Board Resolution #2015-2016-19 was made by Iva Sousa and second by Greg Rice.

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

Yea - Iva Sousa, Tony Macedo and Greg Rice

No – 0

Abstain – 0

Absent – Shelley Heeger and John Cardoza

5. FINANCE: Action items:

5.1 Vendor Payments

Motion to approve vendor payments was made by Greg Rice and second by Iva Sousa.

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

Yea - Iva Sousa, Tony Macedo, and Greg Rice

No – 0

Abstain – 0

Absent – Shelley Heeger and John Cardoza

6. Adjourn to Closed Session: at 7:10pm

7. Reconvene to open session

8. Report out from Closed Session

6.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.

Motion to approve all student transfers was made by Iva Sousa and second by Greg Rice.

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

Yea - Iva Sousa, Tony Macedo, and Greg Rice

No – 0

Abstain – 0

Absent – Shelley Heeger and John Cardoza

9. Adjournment at 7:40pm

Minutes approved July 5, 2016

Tony Macedo, President

Greg Rice, Clerk

Miguel A. Guerrero Ed.D., Secretary

3. CONSENT CALENDAR: Action items:

3.2 Consolidated Application

2016-17 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaul@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal 2 to the California Department of Education Monitoring Tool (CMT) at <https://cmt.cde.ca.gov/cmt/logon.aspx>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.tiptonschool.org

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Jacob Munoz
Authorized Representative's Signature	
Authorized Representative's Title	VP/Projects
Authorized Representative Signature Date	05/31/2016

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jacob Munoz
Authorized Representative Title	VP/Projects
Authorized Representative Signature Date	05/31/2016
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2016-17 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/05/2016
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Maria Delgadillo
DELAC review date	05/11/2016
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	http://www.tiptonschool.org
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Educator Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP (English Learner)	Yes

*****Warning*****

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2016-17 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4203	
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*****Warning*****

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2016-17 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2016-17 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	There are no known deficiencies.

*****Warning*****

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3. CONSENT CALENDAR: Action items:

3.3 Memorandum of Understanding for Services to Migrant Students



MEMORANDUM OF UNDERSTANDING

FOR SERVICES TO
MIGRANT STUDENTS, MIGRANT EDUCATION REGION VIII

The School District(s) in Migrant Region VIII that selected Model B, hereinafter referred to as “Model B District”, and the TULARE COUNTY SUPERINTENDENT OF SCHOOLS Migrant Education Program, Region VIII, hereinafter referred to as the “Migrant Education Program”, hereby concur that this Agreement shall be in effect as soon as it is ratified by both parties. This Agreement is for the period of July 1, 2016 to June 30, 2017, inclusive, and shall be effective July 1, 2016.

PURPOSE:

To unify and coordinate supplemental educational services and resources for Migrant families and their children residing within the boundaries of participating district(s).

The services to be rendered and the terms and conditions of this Agreement are as follows:

The Migrant Education Program, Region VIII, as Lead Agency, will:

1. Implement all required mandated Migrant components in collaboration with the District contact person assigned to work with the Region.

Mandated components of the Migrant Program:

- Provide Measureable Educational Instruction to Students.
 - Complete the Local District Service Agreement (DSA).
 - Provide a Migrant Education School Readiness Program (MESRP).
 - Facilitate Parent Advisory Councils at each District.
 - Provide Opportunities for Parent Involvement.
 - Conduct Identification and Recruitment of Migrant Families.
 - Identify and serve Out-of-School Youth.
 - Provide Summer School services.
 - Establish a Memorandum of Understanding (MOU) with Region VIII to delineate District and Regional responsibilities.
 - Region VIII, in collaboration with the District, hires local teachers to provide measureable educational instruction to students.
 - The District is not required to complete a DSA and the Program Evaluation.
2. Seventy percent (70%) of allocated Migrant funds are designated to direct, measureable instructional services for Migrant students. Direct services are defined as:
 - Services provided directly to the student.
 - Services that answer the question “How does the service directly impact student achievement in Math and English?”
 - Services that are measurable and produce data to determine student academic progress.
 3. Thirty percent (30%) of allocated Migrant funds are intended to support the administration and monitoring of the Migrant Program.
 4. Certificated teachers provide instructional services to Migrant students.



MEMORANDUM OF UNDERSTANDING

FOR SERVICES TO
MIGRANT STUDENTS, MIGRANT EDUCATION REGION VIII

5. Migrant Education School Readiness Program (MESRP) staff must hold a Teaching Credential or a Permit Title (Teacher / Master Teacher) in the Child Development Permit Matrix.
6. Services are provided before school, after school, on Saturdays and during Summer School (CDE, DSA, Migrant Program is supplemental to the supplementary core programs).
7. Instructional services shall be relevant and rigorous.
8. Provide direct supplemental services to Migrant students in the District, after a Needs Assessment has been conducted and after collaborating with the District.
9. Assist and provide documentation during Migrant Regional FPM reviews.

❖ **California Department of Education – Migrant Education Office Fiscal Handbook**

3.3 Administration of District Programs

The region also has the authority to reallocate funds from one district to another. Any amendments or reallocations shall not exceed the state-approved aggregate total of all migrant district budgets for the region.

The District, as Participant in the Migrant Education Model B, will:

1. Agree to participate in Model B for one fiscal year and shall notify the Migrant Education Program, Region VIII, by the end of February, if the District intends to change from Model B to Model A.
2. Agree that Region VIII will provide all Migrant services.
3. Provide the Migrant Education Program, Region VIII, with student academic assessment information data for the purpose of research and for developing interventions using data analysis to identify the academic gaps and needs of Migrant students.
4. Provide Migrant students with equal access to educational opportunities and resources that are available to any other district students.
5. Attend at least two yearly meetings of the Consortium: August and April, to actively participate in planning for Migrant services.
6. In coordination with the Region, select at least one parent representative and two alternates to attend a minimum of six Regional Advisory Council (RAC) meetings at the county level. (The RAC meets six times per year).
7. Approve use of facilities for Migrant Education activities within the District if space is available. Cost for use of facilities will be determined based on utilities cost and services requested.
8. Support the Region with the Migrant Education Program rules, regulations, and restrictions as described in the official Migrant Program Assurances.
9. Provide attendance data for purposes of identifying Migrant children enrolling and departing from the District.



MEMORANDUM OF UNDERSTANDING

FOR SERVICES TO
MIGRANT STUDENTS, MIGRANT EDUCATION REGION VIII

Agreed upon by:

District Superintendent: _____
Printed Name

Signature

District: _____

Date: _____

Agreed upon by:

LEA: Tulare County Office of Education

Superintendent _____

Date: _____

Migrant Education Program Administrator: _____
Tony Velasquez

Date: _____

3. CONSENT CALENDAR: Action items:

3.4 Agreement with TCOE for Teacher Induction Programs

**Tulare County Superintendent of Schools
Teacher Induction Programs
AGREEMENT**

A. General

This Agreement is entered between the Tulare County Superintendent of Schools (TCSOS), Local Education Agency (LEA) for the Tulare County Teacher Induction Programs and Tipton School District to implement the Teacher Induction Programs.

B. Parameters

The effective dates for this Agreement are **July 1, 2016**, through **June 30, 2017**.

Contract and monitoring responsibilities for the Agreement rest with the Tulare County Superintendent of Schools. If modifications are necessary during the duration of this Agreement, they will be added to this document by mutual agreement of all parties involved.

C. Purpose

The purpose of this Agreement is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions which will govern this partnership. Tulare County Superintendent of Schools and Tipton School District will form a partnership in providing and coordinating services as part of the Tulare County Teacher Induction Programs, hereinafter referred to as "TCTIP".

D. Responsibilities - General

Tulare County Superintendent of Schools agrees to:

- a. Employ, at a minimum, a full-time equivalent program director to perform services as described under the heading "Teacher Induction Programs Director" in the program description.
- b. Employ, at a minimum, a full-time secretary to provide for the clerical needs of the program.
- c. Provide work space for the Teacher Induction Programs Director and secretary, and meeting space for program activities.
- d. Provide a process for equitable distribution of services to Candidates and Mentors in all participating districts.
- e. Establish and maintain accurate records and reports; maintain a confidential file to store information on Candidates involving individual progress through the program.
- f. Supply to the California Commission on Teacher Credentialing and the California Department of Education reports and other information as requested on all matters related to program requirements and activities.

- g. Convene the Leadership Team Forum and develop other administrative processes as provided for in the program description.
- h. Participate in the program accreditation process.
- i. Provide Candidates appropriate professional development opportunities designed to support them in meeting the induction requirements for earning their professional credential.

Tipton School District agrees to:

- a. Provide release time for each Site Administrator who has not been previously trained to attend Teacher Induction Programs' *Roles and Responsibilities of K-12 Organizations*.
- b. Select Candidates and Mentors to participate in the TCTIP according to the program standards as defined by California mandates.
- c. Assign Candidates to classroom assignments that provide opportunities for success and professional growth, or provide additional assistance/support to Candidates assigned to work in more challenging settings.
- d. Provide exemplary veteran teachers to work as Mentors who will meet regularly with Candidates in order to provide on-going assistance and support (at the district's expense).
- e. Ensure Mentors attend scheduled formative assessment and mentoring training as well as provide a minimum of four half-days of release time to observe and meet with each of their Candidates.
- f. Ensure Candidates and Mentors attend scheduled Professional Development training as outlined by the program.
- g. Ensure Candidates receive release time to meet with their Mentors and to observe/visit exemplary teachers in their classrooms.
- h. Ensure all district and site administrative staff will respect the confidentiality between the Mentor and the Candidate. TCTIP activities, support, and assessment will not be considered in district teacher evaluation, merit pay, salary increases, promotions, or sanctions.
- i. Ensure that Site Administrator will:
 - (1) Provide opportunities for the Mentor and the Candidate to meet in a private place to interact;
 - (2) Provide site orientation activities for all Candidates designed to inform them of site resources, personnel, procedures, policies, and other appropriate information;
 - (3) Understand and agree that the activities of the Teacher Induction Programs can play no part in the formal evaluation process of any Candidate.
- j. Participate in the program evaluation.
- k. Appoint a district coordinator who will facilitate district general responsibilities as described above and participate in Teacher Induction Programs Leadership Team activities.
- l. When providing Mentors, District agrees to provide qualified Mentors who have:
 - (1) Knowledge of the context and the content area of the Candidate's teaching assignment;
 - (2) Demonstrated commitment to professional learning and collaboration;
 - (3) Possession of a Clear Teaching Credential
 - (4) A minimum of three years of effective teaching experience.
- m. The District will agree to:

- (1) Identify and assign a Mentor to each participating teacher within the first 30 days of the participant's enrollment in the program, matching the Mentor and Candidate according to grade level and/or subject area as appropriate to the participant's employment;
- (2) Ensure that each Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the Mentor, and "just in time" support, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills;
- (3) Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program;
- (4) The Individual Learning Plan which must be designed and implemented solely for the professional growth and development of the Candidate and not for evaluation for employment purposes;
- (5) The cut-off date for enrollment into Induction is October 28, 2016; if Candidates are hired after this date, the district will agree to provide support for the Candidate for the remainder of the school year, until the start of the new school year, when the Candidate will enroll in Induction.

E. Responsibilities - Fiscal

TCSOS, in its capacity as LEA, agrees to:

- a. Provide overall fiscal responsibility for the administration of the program.
- b. Develop and maintain a budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities listed in D, above.
- c. Expend income according to regularly established policies and procedures of the Tulare County Office of Education.

Tipton School District agrees to:

- a. Develop and maintain a district budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities listed in D, above.
- b. **The following fee structure for participation in the program applies. The cost will be \$3,000 per Candidate, per year (regardless of the Candidate's start date).**

The District will be billed in September for their Candidates who are in the program at that time. The District will then be billed a second time in December for any teachers who were added to the program after the September billing.

F. Other Conditions

Any and all products developed by TCTIP are the exclusive property of the Tulare County Superintendent of Schools. School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the expressed written permission of TCSOS and TCTIP.

TCSOS and TCTIP shall have the authority to adapt and adopt materials developed by TCTIP for dissemination purposes.

For those participants that meet the Early Completion Option requirements the fee will be \$4,000 for the one-year experience.

TULARE COUNTY SUPERINTENDENT OF SCHOOLS: TIPTON SCHOOL DISTRICT:

By: _____
Signature of Authorized Official
Tulare County Superintendent of Schools

Name: Jim Vidak

Title: County Superintendent of Schools

Date: _____

By: _____
Signature of Authorized District Official
Tipton School District

Name: Miguel A. Guerrero, Ed.D.

Title: Superintendent

Date: _____

3. CONSENT CALENDAR: Action items:

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

**RESOLUTION OF THE GOVERNING BOARD OF
TIPTON ELEMENTARY SCHOOL DISTRICT**

In the Matter of Authorizing Inter-fund Loan for)
Cash Flow Purposes) RESOLUTION # 2016-2017-01.

WHEREAS, the Tipton Elementary School District administers various funds; and,

WHEREAS, the school district occasionally has cash shortages in it's segregated funds at the county treasury; and,

WHEREAS, Education Code Section 42603 authorizes inter-fund loans to cover such temporary cash shortages;

THEREFORE, BE IT RESOLVED that the Governing Board of the Tipton Elementary school district authorizes the District Administration to transfer funds as needed for cash-flow purposes and to repay those transfers as funds become available for the 2016-17 school year.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____, at a regular meeting of the Governing Board on the 5th day of July, 2016 by the following vote.

Ayes: 0
Noes: 0
Abstentions: 0
Absent: 0

Secretary/Clerk of said District Board

3. CONSENT CALENDAR: Action items:

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

**RESOLUTION OF THE GOVERNING BOARD OF
TIPTON ELEMENTARY SCHOOL DISTRICT**

In the Matter of Authorization for County)
Superintendent of Schools to make year end) RESOLUTION NUMBER 2016-17-02
Budget Transfers)

WHEREAS, at the close of any school year the County Superintendent of schools may, with the consent of the Governing Board of a school district previously given, make such transfers between the undistributed reserve and any expenditure classification or classifications or balance any expenditure classifications of the budget of the district for such school year as are necessary to permit the payment of obligations of the district incurred during such school year; and,

WHEREAS, the total amount budgeted as the proposed expenditure of the school district for each major classification of school district expenditures listed in the school district budget forms prescribed by the Superintendent of Public Instruction shall be the maximum amount which may be expended for that classification of expenditures for the school year; and,

WHEREAS, the district wishes to ensure that all expenditures of the school district during the 2015-2016 fiscal year have been appropriately budgeted for.

THEREFORE, BE IT RESOLVED that, at the close of the 2015-2016 Fiscal year the County Superintendent of Schools be authorized in accordance with Education Code Section 42601 to make such transfers between the unappropriated fund balance and/or any expenditures classifications of the budget as are necessary to permit the payment of obligations of the school district incurred during the fiscal year.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____, at a regular meeting of the Governing Board on the 5th day of July, 2016 by the following vote.

Ayes: 0
Noes: 0
Abstentions: 0
Absent: 0

Secretary/Clerk of said District Board

County superintendents who make certain year-end fund balance transfers for small school districts in their county are now required to notify each district of the transfers made. The definition of a small school district has been changed from A... those districts with an average daily attendance of 2,500 or less...@ to those districts identified in EC 41301 which sets forth the state school fund allocation schedule. Small elementary school districts are now defined as having less than 901 units of average daily attendance (ada), small high school districts are now defined as having less than 301 ada, and small unified school districts are now defined as having less than 1,501 ada.

42601. At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year. For each elementary, high school, and unified school district that, during the preceding school year, had an average daily attendance less than the level, as appropriate, specified in subdivision (a) of Section 41301, the county superintendent of schools, with the consent of the governing board of the school district, may identify and make the transfers, and shall so notify the districts.

3. CONSENT CALENDAR: Action items:

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

**RESOLUTION OF THE GOVERNING BOARD OF
TIPTON ELEMENTARY SCHOOL DISTRICT**

In the matter of Authorizing Inter-fund Transfers)
In Accordance with the Budget) RESOLUTION #2016-2017-03

WHEREAS, the Governing Board of the District adopted its Annual Budget for the Fiscal Year 2016-2017; and,

WHEREAS, the Governing Board of the District approved Inter-fund Transfers between the various funds of the District as recorded in the budget document in accordance with Education Code;

THEREFORE, BE IT RESOLVED that the Governing Board authorizes District Administration to make inter-fund transfers in accordance with the budget, not to exceed the amount of appropriation.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____, at a regular meeting of the Governing Board on the 5th day of July, 2016 by the following vote.

Ayes: **0**
Noes: **0**
Abstentions: **0**
Absent: **0**

Secretary/Clerk of said District Board

4. ADMINISTRATIVE: Action items:

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

Tulare County
Office of Education
Committed to Students, Support and Service

Jim Vidak
*County
Superintendent
of Schools*

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 733-6328
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

June 6, 2016

To: School District Superintendents

From: Craig Wheaton, Ed.D., Deputy Superintendent *CW*

Subject: Tulare County Schools Legal Consortium Agreement 2016-17

Enclosed is your copy of the Legal Services Agreement for the Tulare County Office of Education Legal Services Consortium (the master agreement between TCOE and Lozano Smith).

The rate for 2016-17 is calculated as follows:

- \$4,000 per district base fee
- \$4.25 per unit of ADA as of the 2014-15 CALPADS Fall 1 Enrollment Count
- 5% fixed administrative fee (including all expenses incurred for travel, database access, mailing services, word processing, parking, meals, mileage, faxes, telephone and photocopies)

The amount calculated for your district is found just below the Resolution Number on the enclosed resolution. Half of the sum will be transferred from your district's general fund after July 1, 2016 and the remaining half will be transferred after January 1, 2017.

The Agreement permits a district to terminate its participation by giving thirty (30) days written notice to the Tulare County Superintendent of Schools and Lozano Smith, however, that district continues to be liable for its share of the cost of the legal services through the term of the Agreement. For planning purposes, if a district intends to terminate its participation in the Agreement, we request that you provide notice no later than February 1, 2017.

All districts will need to adopt the enclosed resolution in order to continue to participate in the Agreement. Please return a signed copy of your completed resolution by September 1, 2016 and mail to:

Craig Wheaton, Ed.D., Deputy Superintendent
Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091

Please feel free to contact me at 559-733-6474 with any questions or concerns you may have pertaining to this matter.

CW/sd

Enclosures

cc: Patty Blaswich

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

In the Matter of Approving the Legal
Services Agreement for the Tulare County
Office of Education Legal Services
Consortium

RESOLUTION NO. #2016-2017-04

2016-2017 Fee \$6,931.05

WHEREAS, school districts in Tulare County and the Tulare County Office of Education ("TCOE") are authorized to obtain legal services and retain legal counsel pursuant to 35041.5 and related provisions of the Education Code; and

WHEREAS, the Tulare County Legal Consortium Committee has previously selected Lozano Smith, LLP ("Lozano Smith") as the preferred provider of legal services for school districts desiring to participate as a member of the Tulare County Office of Education Legal Services Consortium ("Consortium"); and

WHEREAS, the governing board ("Board") previously approved, by resolution, the master agreement between TCOE and Lozano Smith (the "Agreement"); and

WHEREAS, the Tipton School District ("District") wishes to continue with the legal services provided by Lozano Smith and to extend the term of the Agreement as presented to the Board.

NOW, THEREFORE, the Board resolves as follows:

1. Adopts the foregoing recitals as true and correct.
2. Extends the Agreement for the fiscal year July 1, 2016 through June 30, 2017, based on the same fees, including the same fixed administrative fee, and payment for legal services as approved by the Board for the initial term of July 1, 2015 through June 30, 2016 using the 2014-15 CALPADS Fall 1 Enrollment Count. The extension shall continue for each fiscal year thereafter unless terminated by the Board.

3. District shall pay to TCOE its pro rata share of the total fee specified in two (2) equal biannual installments. For each fiscal year, the first payment shall be due on or before July 15; and the second payment due on or before January 15.
4. The Board retains the right to terminate the Agreement by providing written notice to TCOE and Lozano Smith at least sixty (60) days before the end of each fiscal year.

The foregoing Resolution was adopted at a duly called meeting held on July 5, 2016, and approved by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

, President

, Clerk

4. ADMINISTRATIVE: Action items:

4.2 Approval of Quarterly Board Policies

SUPERINTENDENT'S CONTRACT

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 - Goals for the School District)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position

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

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.2/4261.2/4361.2 - Personal Leaves)
(cf. 4161.5/4261.5/4361.5 - Military Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

SUPERINTENDENT'S CONTRACT (continued)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board
9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract
10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

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

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date
12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board shall deliberate in closed session about the terms of the contract, except that salary or other compensation shall be discussed in public at a regular meeting. (Government Code 54956, 54957)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)

SUPERINTENDENT'S CONTRACT (continued)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference: (see next page)

SUPERINTENDENT'S CONTRACT (continued)

Legal Reference:

EDUCATION CODE

35031 *Term of employment*

41325-41329.3 *Conditions of emergency apportionment*

GOVERNMENT CODE

3511.1-3511.2 *Local agency executives*

53243-53243.4 *Abuse of office*

53260-53264 *Employment contracts*

54954 *Time and place of regular meetings*

54956 *Special meetings*

54957 *Closed session personnel matters*

54957.1 *Closed session, public report of action taken*

UNITED STATES CODE, TITLE 26

105 *Self-insured medical reimbursement plan; definition of highly compensated individual*

UNITED STATES CODE, TITLE 42

300gg-16 *Group health plan; nondiscrimination in favor of highly compensated individuals*

CODE OF FEDERAL REGULATIONS

1.105-11 *Self-insured medical reimbursement plan*

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

NONDISCRIMINATION IN EMPLOYMENT

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

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

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

(cf. 4032 - Reasonable Accommodation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

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

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

(cf. 4033 - Lactation Accommodation)

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

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

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

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

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

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

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

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

Legal Reference: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11019 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

NONDISCRIMINATION IN EMPLOYMENT

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

Superintendent
(position title)
370 N. Evans Road, Tipton CA. 93272
(address)
559-752-4213
(telephone number)

Measures to Prevent Discrimination

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

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

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

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

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

3. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

Complaint Procedure

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

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

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

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

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

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

(cf. 4032 - Reasonable Accommodation)

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

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

(cf. 3580 - District Records)

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

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

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

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

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

3. **Written Report on Findings and Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

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

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

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

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

TEMPORARY/SUBSTITUTE PERSONNEL

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 - Certification)

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 - Personnel Reduction)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)
2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)

(cf. 6175 - Migrant Education Program)

(cf. 6200 - Adult Education)

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)

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

4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)
5. Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)

For purposes of classifying employees pursuant to item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

Temporary employees shall not participate in the health and welfare plans or other fringe benefits of the district.

Paid Sick Leave

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Legal Reference: (see next page)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)*Legal Reference:*EDUCATION CODE

22455.5 *Provision of retirement plan information to potential members*
 22515 *Irrevocable election to join retirement plan*
 37200 *School calendar*
 44252.5 *State basic skills assessment required for certificated personnel*
 44300 *Emergency teaching or specialist permits*
 44830 *Employment of certificated persons; requirements of proficiency in basic skills*
 44839.5 *Employment of retirant*
 44845 *Date of employment*
 44846 *Criteria for reemployment preferences*
 44909 *Employees providing services through categorically funded programs*
 44914 *Substitute and probationary employment computation for classification as permanent employee*
 44915 *Classification of probationary employees*
 44916 *Time of classification; statement of employment status*
 44917 *Classification of substitute employees*
 44918 *Substitute or temporary employee deemed probationary employee; reemployment rights*
 44919 *Classification of temporary employees*
 44920 *Employment of certain temporary employees; classifications*
 44921 *Employment of temporary employees; reemployment rights (unified and high school districts)*
 44953 *Dismissal of substitute employees*
 44954 *Release of temporary employees*
 44955 *Layoff of permanent and probationary employees*
 44956 *Rights of laid-off permanent employees to substitute positions*
 44957 *Rights of laid-off probationary employees to substitute positions*
 44977 *Salary schedule for substitute employees*
 45030 *Substitutes*
 45041 *Computation of salary*
 45042 *Alternative method of computation for less than one school year*
 45043 *Compensation for employment beginning in the second semester*
 56060-56063 *Substitute teachers in special education*

GOVERNMENT CODE

3540.1 *Educational Employment Relations Act, definitions*

LABOR CODE

220 *Sections inapplicable to public employees*
 230 *Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off*
 230.1 *Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off*
 233 *Illness of child, parent, spouse or domestic partner*
 234 *Absence control policy*
 245-249 *Healthy Workplaces, Healthy Families Act of 2014*

Legal Reference continued: (see next page)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 5

5502 *Filing of notice of physical examination for employment of retired person*

5503 *Physical examination for employment of retired persons*

5590 *Temporary athletic team coach*

80025-80025.5 *Emergency substitute teaching permits*

COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170

Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446

Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187

California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135

Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277

Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:

WEB SITES

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

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

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days leave of absence with full pay per fiscal year for personal illness or injury (sick leave). Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical or dental appointments, in increments of not less than one hour

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11 - Industrial Accident/Illness Leave)

6. Illness of the employee's child, parent, spouse, domestic partner, or domestic partner's child for up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233)

7. Need of the employee or his/her family member, as defined in Labor Code 245.5, for diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

8. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 246.5)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

A classified employee who has exhausted all paid leaves, including sick leave, shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or medical practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

PERSONAL ILLNESS/INJURY LEAVE (continued)

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

PERSONAL ILLNESS/INJURY LEAVE (continued)

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

45103 *Substitute employees*

45190 *Leaves of absence and vacations*

45191 *Leaves of absence for illness and injury*

45193 *Leave of absence for pregnancy (re use of sick leave under certain circumstances)*

45195 *Additional leave for nonindustrial accident or illness; reemployment preference*

45196 *Salary; deductions during sick leave*

45202 *Transfer of accumulated sick leave and other benefits*

LABOR CODE

230 *Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off*

230.1 *Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off*

233 *Illness of child, parent, spouse or domestic partner*

245-249 *Healthy Workplaces, Healthy Families Act of 2014*

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 *Ops.Cal.Atty.Gen. 111* (1970)

DISTRICT RESIDENCY

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

DISTRICT RESIDENCY (continued)

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal of the Superintendent's determination that district residency requirements were not met, the Board shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision at its next regularly scheduled meeting following the parent/guardian's request for the appeal. The Board's decision shall be final.

DISTRICT RESIDENCY (continued)

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)

(cf. 6145.6 - International Exchange)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference: (see next page)

DISTRICT RESIDENCY (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.2 Evidence of residency

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, 2012

WEB SITES

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

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

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student has been admitted through an interdistrict attendance option, such as an interdistrict attendance agreement, "school district of choice" transfer, or Open Enrollment Act transfer. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of

DISTRICT RESIDENCY (continued)

the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration

DISTRICT RESIDENCY (continued)

6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.

However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. (Education Code 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

(cf. 3580 - District Records)

HEALTH CARE AND EMERGENCIES

The Governing Board recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during school-sponsored activities.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.22 - Infectious Diseases)
(cf. 5142 - Safety)

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

(cf. 3530 - Risk Management/Insurance)
(cf. 5143 - Insurance)
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

"Do Not Resuscitate" Orders

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical "do not resuscitate" orders. Staff shall not accept or follow any such orders except under the specific written direction of the Superintendent or designee. The Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if he/she has received a written parent/guardian authorization, with an authorized health care provider statement, and an order of an appropriate court.

The Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

Automated External Defibrillators

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

HEALTH CARE AND EMERGENCIES (continued)

The Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

*Legal Reference:*EDUCATION CODE32040-32044 *First aid equipment*49300-49307 *School safety patrols*49407 *Liability for treatment*49408 *Emergency information*49409 *Athletic events; physicians and surgeons; emergency medical care; immunity*49417 *Automated external defibrillators*49470 *Medical and hospital services for athletic program*49471 *Medical and hospital services not provided or available*49472 *Medical and hospital services for pupils*49474 *Ambulance services*51202 *Instruction in personal and public health and safety*CIVIL CODE1714.21 *Defibrillators; CPR; immunity from civil liability*FAMILY CODE6550-6552 *Caregivers*HEALTH AND SAFETY CODE1797.196 *Automated external defibrillators, immunity from civil liability*1797.200 *Emergency medical services agency*1799.102 *Personal liability immunity*CODE OF REGULATIONS, TITLE 85193 *California Bloodborne Pathogens Standard*CODE OF REGULATIONS, TITLE 22100031-100042 *Automated external defibrillators**Management Resources:*WEB SITES*American Heart Association: <http://www.americanheart.org>**American Red Cross: <http://www.redcross.org>**California Department of Health Care Services: <http://www.dhcs.ca.gov>*

HEALTH CARE AND EMERGENCIES

Emergency Contact Information

In order to facilitate contact in case of an emergency or accident, the principal or designee shall annually request that parents/guardians provide the following information:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and email address, if applicable
4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

(cf. 5021 - Noncustodial Parents)

(cf. 5142 - Safety)

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

Notification/Consent for Medical Treatment

Whenever a student requires emergency or urgent medical treatment while at school or a school-sponsored activity, the principal or designee shall contact the parent/guardian or other person identified on the emergency contact form in order to obtain consent for the medical treatment.

If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

A person who has filed with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the district receives notice that the minor student is no longer living with the caregiver or if the Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit. (Family Code 6550)

(cf. 5111.1 - District Residency)

HEALTH CARE AND EMERGENCIES (continued)

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

Automated External Defibrillators

When an automated external defibrillator (AED) is placed in a district school, the Superintendent or designee shall notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired. (Health and Safety Code 1797.196, 1797.200)

The Superintendent or designee shall ensure that any AED placed at a district school is maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer. (Health and Safety Code 1797.196)

The Superintendent or designee shall develop a written plan which describes the procedures to be followed in the event of a medical emergency, including an emergency that may involve the use of an AED. These procedures should include, but not be limited to, requirements for immediate notification of the 911 emergency telephone number in the event of an emergency that may involve the use of an AED.

(cf. 0450 - Comprehensive Safety Plan)

The principal of any district school with an AED shall annually provide information to school employees that describes: (Health and Safety Code 1797.196)

1. Sudden cardiac arrest
2. The school's emergency response plan
3. The proper use of an AED

Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus. (Health and Safety Code 1797.196)

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

Each AED shall be checked for readiness at least biannually and after each use. In addition, the Superintendent or designee shall ensure that an inspection is made of all AEDs at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen

HEALTH CARE AND EMERGENCIES (continued)

with the functionality of the AED. The Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)

(cf. 3580 - District Records)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall provide students with the knowledge and skills necessary to protect them from sexually transmitted infections and unintended pregnancy and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote understanding of sexuality as a normal part of human development and the development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, including at least once in junior high or middle school and at least once in high school. (Education Code 51934)

The district's curriculum shall support the purposes of the California Healthy Youth Act as specified in Education Code 51930-51939, be unbiased and inclusive of all students in the classroom, and be aligned with the state's content standards. The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6143 - Courses of Study)

The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health and HIV prevention curriculum. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's program.

(cf. 1220 - Citizen Advisory Committees)

Parent/Guardian Consent

A parent/guardian may request in writing that his/her child be excused from participating in sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

(cf. 5022 - Student and Family Privacy Rights)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51225.35 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

51513 Materials containing questions about beliefs or practices

51930-51939 California Healthy Youth Act

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

WEB SITES

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

California Department of Education, Sex Education and HIV/STD Instruction:
<http://www.cde.ca.gov/ls/he/se>

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

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

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

U.S. Food and Drug Administration: <http://www.fda.gov>

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

Definitions

Comprehensive sexual health education means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - *Comprehensive Health Education*)

(cf. 6143 - *Courses of Study*)

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

General Criteria for Instruction and Materials

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention instruction and materials: (Education Code 51933)

1. Are age appropriate
2. Are factually and medically accurate and objective
3. Align with and support the following purposes as specified in Education Code 51930:
 - a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
 - b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

- c. To promote understanding of sexuality as a normal part of human development
 - d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
 - e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with students of all races, genders, sexual orientations, and ethnic and cultural backgrounds; students with disabilities; and English learners

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

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 6174 - Education for English Language Learners)

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids
7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220
8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes
10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so
11. Teach the value of and prepare students to have and maintain committed relationships such as marriage
12. Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, and intimidation

(cf. 5145. 3 - Nondiscrimination/Harassment)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities
14. Do not teach or promote religious doctrine

Components of Sexual Health and HIV Prevention Education

The district's comprehensive sexual health education and HIV prevention education for students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body
2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use
3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

(cf. 5141.25 - Availability of Condoms)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually *transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and that testing is the only way to know if one is HIV-positive

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence
9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:
 - a. Parenting, adoption, and abortion
 - b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5
 - c. The importance of prenatal care
10. Information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking

Professional Development

The district's comprehensive sexual health education and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51933, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

(cf. 4131 - Staff Development)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from the CDE or Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education for district personnel teaching comprehensive sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

Use of Consultants or Guest Speakers

The Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about instruction in comprehensive sexual health education and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection
2. That parents/guardians have a right to excuse their child from comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants

If the district chooses to use outside consultants or to hold an assembly with guest speakers to deliver comprehensive sexual health or HIV prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

Nonapplicability to Certain Instruction or Materials

The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education

(cf. 6142.93 - Science Instruction)

2. Instruction or materials that discuss gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and do not discuss human reproductive organs and their functions

HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Three courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

(cf. 6011 - Academic Standards)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

5. One course in visual or performing arts, foreign language, including American Sign Language, or career technical education (CTE) (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

The Superintendent or designee shall exempt or waive specific course requirements for foster youth, homeless students, and children of military families in accordance with Education Code 51225.1 and 49701.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education for Children of Military Families)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Retroactive Diplomas

Until July 31, 2018, any student who completed grade 12 in the 2003-04 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 60851.6)

The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. A deceased former student who satisfies these conditions may be granted a retroactive diploma to be received by his/her next of kin. (Education Code 51430)

In addition, the district may grant a diploma to a veteran who entered the military service of the United States while he/she was a district student in grade 12 and who had completed the first half of the work required for grade 12. (Education Code 51440)

Legal Reference: (see next page)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE

- 47612 Enrollment in charter school
- 48200 Compulsory attendance
- 48412 Certificate of proficiency
- 48430 Continuation education schools and classes
- 48645.5 Acceptance of coursework
- 48980 Required notification at beginning of term
- 49701 Interstate Compact on Educational Opportunity for Military Children
- 51224 Skills and knowledge required for adult life
- 51224.5 Algebra instruction
- 51225.1 Exemption from district graduation requirements
- 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
- 51225.3 High school graduation
- 51225.35 Mathematics course requirements; computer science
- 51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
- 51225.5 Honorary diplomas; foreign exchange students
- 51228 Graduation requirements
- 51240-51246 Exemptions from requirements
- 51250-51251 Assistance to military dependents
- 51410-51412 Diplomas
- 51420-51427 High school equivalency certificates
- 51450-51455 Golden State Seal Merit Diploma
- 51745 Independent study restrictions
- 56390-56392 Recognition for educational achievement, special education
- 60851.5 Suspension of high school exit examination
- 60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination
- 66204 Certification of high school courses as meeting university admissions criteria
- 67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

- 1600-1651 Graduation of students from grade 12 and credit toward graduation

COURT DECISIONS

- O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

- CSBA: <http://www.csba.org>
- California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>
- University of California, List of Approved a-g Courses:
<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

PLACEMENT IN MATHEMATICS COURSES

The Governing Board believes that a sound educational program must include the study of subjects that prepare students for admission to higher education and/or a fulfilling career. To the extent possible, district students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California and California State University systems.

(cf. 6141.5 - Advanced Placement)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop consistent protocols for placing students in mathematics courses offered at district high schools. Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, interim and summative assessments, placement tests that are aligned to state-adopted content standards in mathematics, classroom assignment and grades, and report cards.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Students shall be enrolled in mathematics courses based on the placement protocols. No student shall repeat a mathematics course which he/she has successfully completed based on the district's placement protocols.

When a student does not qualify to be enrolled in a higher level mathematics course based on a consideration of the objective measures specified in the placement protocols, he/she may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.

The placement protocols shall specify a time within the first month of the school year when students shall be reevaluated to ensure that they are appropriately placed in mathematics courses and shall specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

(cf. 5123 - Promotion/Acceleration/Retention)

PLACEMENT IN MATHEMATICS COURSES (continued)

District staff shall implement the placement protocols uniformly and without regard to students' race, sex, gender, nationality, ethnicity, socioeconomic background, or other subjective or discriminatory consideration in making placement decisions.

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

The Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive training on the placement protocols.

(cf. 4131 - Staff Development)

Prior to the beginning of each school year, the Superintendent or designee shall communicate the district's commitment to providing students with the opportunity to complete mathematics courses recommended for college admission, including approved placement protocols and the appeal process, to parents/guardians, students, teachers, school counselors, and administrators.

This policy and the district's mathematics placement protocols shall be posted on the district's web site. (Education Code 51224.7)

(cf. 1113 - District and School Web Sites)

Annually, the Board and the Superintendent or designee shall review student data related to placement and advancement in the mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. The Board and Superintendent shall also consider appropriate recommendations for removing any identified barriers to students' access to mathematics courses.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

PLACEMENT IN MATHEMATICS COURSES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48070.5 Promotion and retention; required policy

51220 Areas of study, grades 7-12

51224.5 Completion of Algebra I or Mathematics I

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

Management Resources:

CSBA PUBLICATIONS

Math Misplacement, Governance Brief, September 2015

Governing to the Core, Governance Briefs

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013

California Common Core State Standards: Mathematics, January 2013

COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards

LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA (LCCR)

Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes

WEB SITES

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

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

Common Core State Standards Initiative: <http://www.corestandards.org/math>

Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR): <http://www.lccr.com>

EDUCATION FOR HOMELESS CHILDREN

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

EDUCATION FOR HOMELESS CHILDREN (continued)

Legal Reference:

EDUCATION CODE

2558.2 *Use of revenue limits to determine average daily attendance of homeless children*

39807.5 *Payment of transportation costs by parents*

48850 *Educational rights; participation in extracurricular activities*

48852.5 *Notice of educational rights of homeless students*

48852.7 *Enrollment of homeless students*

48915.5 *Recommended expulsion, homeless student with disabilities*

48918.1 *Notice of recommended expulsion*

51225.1-51225.3 *Graduation requirements*

52060-52077 *Local control and accountability plan*

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACildWelfareCouncil.aspx>

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

EDUCATION FOR HOMELESS CHILDREN

Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement

(cf. 6173.1 - Education for Foster Youth)

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above
5. Unaccompanied youth who are not in the physical custody of a parent or guardian

School of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (continued)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Vice Principal/Project Director
(title or position)
370 N. Evans Road, Tipton CA., 93272
(address)
559-752-4213
(phone number)

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel and through coordinated activities with other entities and agencies

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

(cf. 3553 - Free and Reduced-Price Meals)

(cf. 5141.6 - School Health Services)

2. Ensure that homeless students enroll in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and students receive educational services for which they are eligible
4. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

(cf. 5145.6 - Parental Notifications)

5. Disseminate notice of the educational rights of homeless students in district schools that provide services to homeless children and at places where they receive services, such as schools, family shelters, and hunger relief agencies (soup kitchens)
6. Mediate enrollment disputes in accordance with law, Board policy, and administrative regulation
7. Fully inform parents/guardians of all transportation services

EDUCATION FOR HOMELESS CHILDREN (continued)

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

8. When notified pursuant to Education Code 48918.1, assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion

(cf. 5144.1 - Suspension and Expulsion/Due Process)

9. When notified pursuant to Education Code 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability

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

(cf. 6159 - Individualized Education Program)

10. Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records

Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

When making a placement decision for a homeless student, the Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (Education Code 48852.7; 42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (continued)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Does not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, records or other proof of immunization history

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7)

EDUCATION FOR HOMELESS CHILDREN (continued)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8
2. Through graduation if he/she is in high school

Resolving Enrollment Disputes

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand. The written explanation shall include:

1. The district liaison's contact information
2. A description of the district's placement decision
3. Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities
4. Notice of the parent/guardian's right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education

The district liaison shall work to resolve an enrollment dispute as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

In working with a student's parents/guardians to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position

EDUCATION FOR HOMELESS CHILDREN (continued)

2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

EDUCATION FOR HOMELESS CHILDREN (continued)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

EDUCATION FOR HOMELESS CHILDREN (continued)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

EDUCATION FOR HOMELESS CHILDREN (continued)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Notification and Complaints

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

EDUCATION FOR FOSTER YOUTH

Definitions

Foster youth means a child who has been removed from his/her home pursuant to Welfare and Institutions Code 309, is the subject of a petition filed under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602 or is a nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison for foster youth shall determine, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, and in the best interests of the foster youth, which school is the school of origin. (Education Code 48853.5)

Best interests means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853)

District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Vice Principal/Projects Director
(position or title)
370 N. Evans Road, Tipton CA., 93272
(address)
559-752-4213
(phone number)

(cf. 6173 - Education for Homeless Children)

EDUCATION FOR FOSTER YOUTH (continued)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

(cf. 5125 - Student Records)

(cf. 6146.3 - Reciprocity of Academic Credit)

3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination prior to a change in the foster youth's placement, when he/she is a student with a disability. (Education Code 48853.5, 48911, 48915.5, 48918.1)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

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

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

5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

(cf. 5141.6 - School Health Services)

(cf. 5148.2 - Before/After School Programs)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Language Learners)

(cf. 6177 - Summer Learning Programs)

(cf. 6179 - Supplemental Instruction)

EDUCATION FOR FOSTER YOUTH (continued)

6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate services for the district's foster youth

(cf. 1020 - Youth Services)

(cf. 5113.1 - Chronic Absence and Truancy)

8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

(cf. 6159 - Individualized Education Program)

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

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the district indicating that determination and that he/she is aware of the following:
 - a. The student has a right to attend a regular public school in the least restrictive environment.

EDUCATION FOR FOSTER YOUTH (continued)

- b. The alternate educational program is a special education program, if applicable.
- c. The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.
- d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

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

- 3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
 - a. The student may continue in the school of origin for the duration of the court's jurisdiction.
 - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.
 - c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
 - d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

EDUCATION FOR FOSTER YOUTH (continued)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Does not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

(cf. 5111.1 - District Residency)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

If the foster youth or a person with the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

(cf. 9320 - Meetings and Notices)

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

EDUCATION FOR FOSTER YOUTH (continued)

Transportation

The district shall not be responsible for providing transportation to and from the school of origin.

(cf. 3540 - Transportation)

(cf. 3541 - Transportation Routes and Services)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school
2. A verified court appearance or related court-ordered activity

(cf. 5121 - Grades/Evaluation of Student Achievement)

Transfer of Coursework and Credits

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.

EDUCATION FOR FOSTER YOUTH (continued)

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.52 - High School Exit Examination)

However, when a foster youth who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for him/her, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1, 60851)

To determine whether a foster youth is in his/her third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a foster youth or any person acting on behalf of a foster youth. (Education Code 51225.1)

EDUCATION FOR FOSTER YOUTH (continued)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while he/she is still enrolled in school or if he/she transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within his/her fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the foster youth and the person holding the right to make educational decisions for him/her of the foster youth's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges
3. Upon agreement with the foster youth or, if he/she is under 18 years of age, the person holding the right to make educational decisions for him/her, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 5145.6 - Parental Notifications)

EDUCATION FOR FOSTER YOUTH (continued)

Any complaint that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 1312.3 - Uniform Complaint Procedures)

SUPPLEMENTAL INSTRUCTION

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

(cf. 5148.2 - Before/After School Programs)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

(cf. 1020 - Youth Services)

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to:

1. Students in grades 2-9 who have been retained or recommended for retention at their current grade level (Education Code 37252.2, 48070.5)

(cf. 5123 - Promotion/Acceleration/Retention)

SUPPLEMENTAL INSTRUCTION (continued)

2. Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more consecutive years (20 USC 6316)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

In addition, supplemental instruction may be offered to:

1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.51 - State Academic Achievement Tests)

2. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

3. High school students who need support to successfully complete courses required for graduation

Legal Reference: (see next page)

SUPPLEMENTAL INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

37200-37202 *School calendar*

37223 *Weekend classes*

37252-37254.1 *Supplemental instruction, summer school*

42238.01-42238.07 *Local control funding formula*

46100 *Length of school day*

48070-48070.5 *Promotion and retention*

48200 *Compulsory education*

48985 *Translation of notices*

51210-51212 *Courses of study, elementary schools*

51220-51228 *Courses of study, secondary schools*

52060-52077 *Local control and accountability plan*

60603 *Definitions, core curriculum areas*

60640-60649 *California Assessment of Student Performance and Progress*

60850-60859 *High school exit examination, especially:*

60851.5 *Suspension of high school exit examination*

CODE OF REGULATIONS, TITLE 5

11470-11472 *Summer school*

UNITED STATES CODE, TITLE 20

6316 *Program improvement schools and districts*

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Supplemental Educational Services, January 14, 2009

Innovations in Education: Creating Strong Supplemental Educational Services Programs, May 2004

WEB SITES

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

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

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

STUDENT BOARD MEMBERS

In order to enhance communication between the Governing Board and the student body and to engage students in the district's educational programs and operations, the Board encourages the involvement of high school students in district governance. The inclusion of one or more student representatives on the Board shall be ordered upon receipt of a student petition in accordance with Education Code 35012 or may be ordered at any time at the discretion of the Board.

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. This petition, or a separate petition submitted after students have been appointed to the Board, also may include a request to allow preferential voting for student Board members. (Education Code 35012)

Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. (Education Code 35012)

To be eligible for consideration by the Board, the petition for student representation or the petition for preferential voting shall contain the signatures of no less than 500 regularly enrolled high school students, or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of a student member on the Board or shall act to allow preferential voting for the student Board member, as applicable. (Education Code 35012)

Once established, the student Board member position shall remain in effect until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. (Education Code 35012)

Selection of Student Board Member

Student Board members shall be elected by the students enrolled in the high school or high schools in accordance with procedures prescribed by the Board. (Education Code 35012)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Role and Responsibilities of Student Board Members

The term of a student Board member shall be one year, commencing on July 1. (Education Code 35012)

STUDENT BOARD MEMBERS (continued)

A student Board member shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

A student Board member shall be recognized at Board meetings as a full member and shall be seated with other members of the Board. In addition, a student Board member shall receive all materials presented to other Board members except those related to closed sessions, and he/she may participate in questioning witnesses and discussing issues. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

When a student petition has requested preferential voting rights for student Board members or when the Board has granted preferential voting rights, a student Board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

A student Board member may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

A student Board member shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Student Board Member Development

As necessary, the Superintendent or designee shall, at district expense, provide learning opportunities to student Board members, through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their Board responsibilities.

STUDENT BOARD MEMBERS (continued)

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

Legal Reference:

EDUCATION CODE

33000.5 *Appointment of student members to State Board of Education*

35012 *Board members; number, election and terms; student members*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

Management Resources:

WEB SITES

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

California Association of Student Councils: <http://www.casc.net>

California Association of Student Leaders: <http://www.caslboard.com>

National School Boards Association: <http://www.nsba.org>

4. ADMINISTRATIVE: Action items:

4.3 Agreement with Stanton Office Machine for Office Copiers



TIPTON ELEMENTARY SCHOOL

370 N. Evans Road • P.O. Box 787 • Tipton, CA 93272
559-752-4213 • FAX: 559-687-2221

Tiger Pride!

Miguel A. Guerrero Ed.D.
Superintendent

Stacey Bettencourt
Principal

Jacob Munoz
Vice Principal – Projects

Anthony Hernandez
Business Manager

Fausto Martin
MOT Supervisor

Lidia Rocha
Cafeteria Manager

Board Agenda Letter

Agenda Date: 7-5-2016

To: Board Members of Tipton Elementary School District
From: Anthony Hernandez
Subject: Approve Stanton Copier Purchase and Copier Maintenance Agreement

RECOMMENDATION

Business Manager requests approval for Stanton LANIER PRO 1107EX and LANIER MPC4502 copier to replace two copiers at the District office.

EXECUTIVE SUMMARY

The District has terminated copier contract with Cline and has solicited two vendors for new quotations. Stanton Office Machine Company offers the best rate and has proven over the last year to provide exceptional customer service. The staff is currently happy with the other 2 copiers we currently have with Stanton.

There is savings of \$2,937 if we purchase equipment instead of a 5 year lease. Purchasing this year would help alleviate the cost in the out years.

Fiscal Impact

YES

The District will save approximately \$7000 this year in copier maintenance cost by switching over to Stanton Office Machine Company.

Board Members

Tony Macedo
President

Greg Rice
Clerk

Iva Sousa
Trustee

John Cardoza
Trustee

Shelley Heeger
Trustee

STANTON

MACHINE SALES AGREEMENT

INVOICE # 060421

Office Machine Company 4312 N. Selland Ave, Fresno CA 93722 (559) 224-2211 www.stantonomc.com

CUSTOMER P.O. #	CUSTOMER # TE01	ORDER DATE 06/20/2016	DELIVERY DATE	TAX ID NUMBER
FAX NUMBER	SALES REP. NO. & NAME CHRIS ELKINS FRSA46			
KEY OPERATOR	DEPARTMENT MACHINE LOCATED IN	TYPE OF SALE <input type="checkbox"/> RENTAL / <input checked="" type="checkbox"/> CASH / <input type="checkbox"/> LEASE		
EMAIL ADDRESS	LEASING COMPANY	LEASE PAYMENT	LEASE TERM --	BUY OUT OPTION

SECURITY AND CONDITIONAL SALES AGREEMENT Stanton Office machine Co. Seller, hereby sells, and the undersigned Purchaser, hereby purchases, subject to the terms and conditions set forth herein, the following merchandise and equipment, together with attached and related parts, appliances, and appurtenances, hereinafter termed the "collateral", described as follows:

SPECIAL INSTRUCTIONS

<input type="checkbox"/> NEW CUSTOMER	Buyer Name	MAIN PHONE NO.	Ext
<input checked="" type="checkbox"/> CURRENT CUSTOMER		(559) 752-4213	
SHIP TO	TIPTON ELEMENTARY SCHOOL TE01	CHARGE TO	TIPTON ELEMENTARY SCHOOL TE01
	370 N EVANS RD		370 N EVANS RD
	CITY STATE ZIP CODE TIPTON CA 93272		CITY STATE ZIP CODE TIPTON CA 93272

MODEL / ACCESSORIES	ID. #	DESCRIPTION	SERIAL NUMBER	AMOUNT
LANIER PRO 1107 EX PAPER TRAYS: 2000 SHEET 2 X 500 SHEET 2 X 1000 SHEET (SIDE UNIT) 1 X 2550 SHEET SR5000 PRO FINISHER		LANIER PRO1107EX		\$15,000.00
LANIER MPC4502 COLOR COPIER STAPLING FINISHER FAX		LANIER MPC4502		\$5,250.00

DISCLAIMER OF WARRANTIES SERVICE CHARGE OF 1% PER MONTH (12% PER ANNUM) OR HIGHEST LEGAL RATE. WILL BE CHARGED ON ALL PAST DUE ACCOUNTS EQUIPMENT TOTAL **\$20,250.00**

Seller warrants that the collateral is as described in this agreement, but no other express warranty is made in respect to the collateral. If any model or sample was shown Purchaser, such model or sample was used merely to illustrate the general type of quality of the collateral and not to represent that the collateral would necessarily be of that type of nature. No agent, employee, or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the collateral sold under this agreement, and unless an affirmation, representation, or warranty concerning the collateral sold under this agreement and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this written agreement, it shall not be enforceable by the Purchaser. SELLER MAKES NO WARRANTY OR MERCHANTABILITY IN RESPECT TO THE COLLATERAL SOLD UNDER THIS AGREEMENT. Purchaser affirms that he has not relied upon Seller's skill or judgement to select or furnish the collateral sold under this agreement for any particular purpose, and this sale is made WITHOUT ANY WARRANTY BY SELLER THAT THE COLLATERAL SOLD UNDER THIS AGREEMENT IS SUITABLE FOR ANY PARTICULAR PURPOSE.

Equipment to Pick Up					SUMMARY	
MODEL	SERIAL NUMBER	ID. #	Action	Status		
					EQUIPMENT TOTAL	\$20,250.00
					DELIVERY	
					SUBTOTAL	\$20,250.00
					TAX 8.2250 %	\$1,665.56
					EXEMPT CERTIFICATE ATTACHED	
					TOTAL	\$21,915.56

DELIVERY INFORMATION	AUTHORIZED SIGNATURE
STAIRS <input type="checkbox"/> YES <input type="checkbox"/> NO	X
ELEVATOR <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME (PLEASE PRINT CLEARLY) DATE

SPECIAL INSTRUCTIONS/CROSS STREET/DIRECTIONS



5 Year 5 Million Copy Guarantee

CONDITIONS

Guarantee: The Five Year/Five Million Copy Guarantee means that your copier is guaranteed to last for at least five years or make 5 million copies, whichever comes first. If your copier fails to live up to the guarantee stated within this document, it will be replaced by Stanton Office Machine Company with a like copier at no cost to you.

Replacement Determination: Determinations to whether a replacement copier is necessary will be made by the Stanton Service Manager and the Manufacturer District Service Manager. In the event an unusual amount of service has been required and all regular service avenues have been explored without satisfying the customer, the Stanton Service Manager will contact the Manufacturer District Service Manager. If together, they cannot resolve the service issue to the customer's satisfaction within a timely manner, the copier will be replaced with like equipment.

Like equipment: The term "Like equipment" refers to equipment, which is similar to the copier being replaced in features, age and copy count and value.

Service Requirements: To qualify for the Five Year/Five Million Copy Guarantee, the originally purchased copier must have been continuously under a full service maintenance agreement with Stanton Office Machine Company. Regular preventive maintenance must have been performed. All supplies must have been purchased from Stanton Office Machine Company.

Outstanding liabilities: Before a replacement copier will be delivered, the customer must have paid all outstanding balances owed to Stanton Office Machine Company.

Normal Operation: In order to qualify for copier replacement the current equipment owned by the customer must have been operated within the specifications as determined by the manufacturer.

GUARANTEED EQUIPMENT

Company Name	Make	Model	ID#	Serial	Installed
TIPTON ELEMENTARY	LANIER	PRO 1107EX		TBA	
TIPTON ELEMENTARY	LANIER	MPC4502		TBA	

Stanton Service Manager Authorization: _____

ID# _____

Customer Name TIPTON ELEMENTARY SCHOOL

Terms for Copier Annual Maintenance Agreement

PAYMENT – Monthly contracts are due upon receipt. Service will be temporarily suspended if account becomes past due.

RENEWAL – The contract will automatically renew each year upon the anniversary date. The cost per copy will be at our current rate at that time. This contract may be cancelled upon written notice. If cancelled at a time other than the anniversary date, a penalty may apply.

LOANER – Upon availability, a loaner will be furnished at no extra charge while customer's machine is in shop for repair.

PARTS REPLACEMENT – Worn or damaged parts will be replaced at no additional charge providing that the wear or damage is not caused by misuse or negligence on the part of the customer, its employees, agents, or third parties.

ENGINEERING CHANGES – Where applicable engineering changes which, in manufacturer's opinion, will improve the performance of the equipment shall be installed at no additional charge.

RECONDITIONING – When, in Vendor's opinion, a shop reconditioning is necessary because normal repair replacement cannot maintain the equipment in satisfactory operating condition, Vendor will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the customer does not authorize such work, Vendor may immediately terminate this agreement with respect to such equipment. When, in Vendor's opinion, the equipment is no longer repairable due to age, wear, or discontinuance of parts, the vendor may cancel this agreement immediately and refund any unused portion of the agreement.

TERMS – Terms are NET 30 DAYS, unless specified otherwise. If new or renewal agreement is not paid within the terms of the agreement, agreement becomes void and the customer will be subject to a chargeable, pre-maintenance inspection before same equipment can be placed under any future agreement. Any service performed during the "terms" grace period, will be reversed to a chargeable status. No further charges to account will be permitted until this fee has been paid.

CANCELLATION CLAUSE – Renewal rates are subject to change in accordance with current prices. Alterations, attachments, or specification changes may require revised maintenance rates. **THIS AGREEMENT IS NOT TRANSFERABLE AND CANCELLATION RESULTS UPON SALE OF EQUIPMENT.**

A 30 Day Written Notice is Required Prior To Cancellation Of Any Contract

LIABILITY – Vendor shall not be responsible for failure to perform its maintenance obligation due to strikes, fires, flood and other causes beyond its control. Vendor shall not be liable for any accidents to or caused by the equipment or machine. Vendor shall not be liable for service or parts in the instance where anyone other than the Maintenance contractor herein or his agent has worked on the machine nor where the machine is damaged due to negligence or misuse by the customer. Vendor shall in no event be liable to customer or any other person for incidental or consequential damages which may arise as a result of the performance of any obligation under this agreement. Vendor is not responsible for repairs due to operator error.

LIMITATIONS – Maintenance service shall not include electrical work external to the equipment maintenance of accessories, attachments, equipment or devices. This agreement does not cover software support installed on customers' computers. A separate agreement offering I.T. and software troubleshooting is available upon request. Does not include repairs made necessary by use of supplies not approved by Stanton's. Maintenance service shall only be performed at the address location specified on the face of this agreement.

ACCEPTANCE – Acceptance of this agreement by Vendor is contingent upon a) satisfactory credit report on the Customer, and (b) review and approval as indicated on front of agreement by Stanton Office Machine Contracts Manager.

WARRANTY – All parts furnished hereunder will be free of defects in material and workmanship at the time of installation. There are no other warranties, expressed or implied, which extend beyond the face of this agreement.

CONSUMABLE YIELD – Consumable yield is based on manufacturer published yields of 6% coverage. Coverage may vary depending on your original and additional supplies may need to be purchased in addition to this agreement.

EQUIPMENT RELOCATION – Does not include repairs made necessary due to relocation of equipment by parties other than vendor. Should party other than vendor relocate equipment, customer agrees to pay inspection fee before any further service is provided. Cost of relocation by the vendor is not included in the Maintenance Agreement.

SIGNATURE	
I have read all of the above terms of the Copier Maintenance Agreement.	
_____	_____
Print Name	Customer Signature
TIPTON ELEMENTARY SCHOOL	_____
Company Name	Date



Office Machine Company

4312 N. Selland Ave., Fresno, CA 93722
(559) 224-2211 Fax# (559) 224-1555

Key Operator _____ Invoice Number _____
Fax Number _____ Invoice Date _____
Email Address _____ Quote Expiration _____

MAINTENANCE / SUPPLY AGREEMENT

CUSTOMER INFORMATION

Account Number: TE01 Phone Number: 559-752-4213
Account Number: TE01
Bill To: TIPTON ELEMENTARY SCHOOL Ship to: TIPTON ELEMENTARY SCHOOL
370 N EVANS RD 370 N EVANS RD
TIPTON CA 93272 TIPTON CA 93272

COPIER INFORMATION

ID# _____ Model MPC4502 Serial Number _____
Accessories _____
Beginning Date _____ Beginning Black Meter _____
Beginning Date _____ Beginning Color Meter _____

COPIER AGREEMENT

What is Covered: All Parts & Labor Image Units Drums & Blades Toner Staples Fusing Units

Consumable yield is based on manufacturer published yields of 6% coverage. Coverage may vary and additional supplies may need to be purchased in addition to this agreement.

Black & White

ACTUAL USAGE x 0.0095 = _____ + SALES TAX
Minimum Number of Copies/Prints Cost Per Copy/Print Cost Per Billing Sales Tax

Additional Copies/Prints will be billed at a rate of _____

Color

ACTUAL USAGE x 0.0600 = _____ + SALES TAX
Minimum Number of Copies/Prints Cost Per Copy/Print Cost Per Billing Sales Tax

Additional Copies/Prints will be billed at a rate of _____

A meter reading is required for each billing period. It is the responsibility of the customer to report the current meter reading to Stanton upon request. If you do not provide a required actual meter reading we will estimate your meter and bill you accordingly.

AUTHORIZATION – STANTON OFFICE MACHINES

Date _____ Authorized Rep _____
Offered By CHRIS ELKINS Signature _____

NOTES

Sign and Return Original Copy

Past Due accounts may be charged a late payment fee of 5% per month (60% annually) on all past due accounts.



Office Machine Company

4312 N. Selland Ave., Fresno, CA 93722
(559) 224-2211 Fax# (559) 224-1555

Key Operator _____ Invoice Number _____
Fax Number _____ Invoice Date _____
Email Address _____ Quote Expiration _____

MAINTENANCE / SUPPLY AGREEMENT

CUSTOMER INFORMATION

Account Number: TE01

Phone Number: 559-752-4213

Account Number: TE01

Bill To: TIPTON ELEMENTARY SCHOOL
370 N EVANS RD
TIPTON CA 93272

Ship to: TIPTON ELEMENTARY SCHOOL
370 N EVANS RD
TIPTON CA 93272

COPIER INFORMATION

ID# _____ Model PRO 1107 EX Serial Number _____

Accessories _____

Beginning Date _____ Beginning Black Meter _____

Beginning Date _____ Beginning Color Meter _____

COPIER AGREEMENT

What is Covered: All Parts & Labor Image Units Drums & Blades Toner Staples Fusing Units

Consumable yield is based on manufacturer published yields of 6% coverage. Coverage may vary and additional supplies may need to be purchased in addition to this agreement.

Black & White

ACTUAL USAGE X 0.005 = _____ + SALES TAX
Minimum Number of Copies/Prints Cost Per Copy/Print Cost Per Billing Sales Tax

Additional Copies/Prints will be billed at a rate of _____

Color

_____ X _____ = _____ + _____
Minimum Number of Copies/Prints Cost Per Copy/Print Cost Per Billing Sales Tax

Additional Copies/Prints will be billed at a rate of _____

A meter reading is required for each billing period. It is the responsibility of the customer to report the current meter reading to Stanton upon request. If you do not provide a required actual meter reading we will estimate your meter and bill you accordingly.

AUTHORIZATION – STANTON OFFICE MACHINES

Date _____ Authorized Rep _____

Offered By CHRIS ELKINS Signature _____

NOTES

Sign and Return Original Copy

Past Due accounts may be charged a late payment fee of 5% per month (60% annually) on all past due accounts.

ID# _____

Customer Name TIPTON ELEMENTARY SCHOOL

Terms for Copier Annual Maintenance Agreement

PAYMENT – Monthly contracts are due upon receipt. Service will be temporarily suspended if account becomes past due.

RENEWAL – The contract will automatically renew each year upon the anniversary date. The cost per copy will be at our current rate at that time. This contract may be cancelled upon written notice. If cancelled at a time other than the anniversary date, a penalty may apply.

LOANER – Upon availability, a loaner will be furnished at no extra charge while customer’s machine is in shop for repair.

PARTS REPLACEMENT – Worn or damaged parts will be replaced at no additional charge providing that the wear or damage is not caused by misuse or negligence on the part of the customer, its employees, agents, or third parties.

ENGINEERING CHANGES – Where applicable engineering changes which, in manufacturer’s opinion, will improve the performance of the equipment shall be installed at no additional charge.

RECONDITIONING – When, in Vendor’s opinion, a shop reconditioning is necessary because normal repair replacement cannot maintain the equipment in satisfactory operating condition, Vendor will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the customer does not authorize such work, Vendor may immediately terminate this agreement with respect to such equipment. When, in Vendor’s opinion, the equipment is no longer repairable due to age, wear, or discontinuance of parts, the vendor may cancel this agreement immediately and refund any unused portion of the agreement.

TERMS – Terms are NET 30 DAYS, unless specified otherwise. If new or renewal agreement is not paid within the terms of the agreement, agreement becomes void and the customer will be subject to a chargeable, pre-maintenance inspection before same equipment can be placed under any future agreement. Any service performed during the “terms” grace period, will be reversed to a chargeable status. No further charges to account will be permitted until this fee has been paid.

CANCELLATION CLAUSE – Renewal rates are subject to change in accordance with current prices. Alterations, attachments, or specification changes may require revised maintenance rates. **THIS AGREEMENT IS NOT TRANSFERABLE AND CANCELLATION RESULTS UPON SALE OF EQUIPMENT.**

A 30 Day Written Notice is Required Prior To Cancellation Of Any Contract

LIABILITY – Vendor shall not be responsible for failure to perform its maintenance obligation due to strikes, fires, flood and other causes beyond its control. Vendor shall not be liable for any accidents to or caused by the equipment or machine. Vendor shall not be liable for service or parts in the instance where anyone other than the Maintenance contractor herein or his agent has worked on the machine nor where the machine is damaged due to negligence or misuse by the customer. Vendor shall in no event be liable to customer or any other person for incidental or consequential damages which may arise as a result of the performance of any obligation under this agreement. Vendor is not responsible for repairs due to operator error.

LIMITATIONS – Maintenance service shall not include electrical work external to the equipment maintenance of accessories, attachments, equipment or devices. This agreement does not cover software support installed on customers’ computers. A separate agreement offering I.T. and software troubleshooting is available upon request. Does not include repairs made necessary by use of supplies not approved by Stanton’s. Maintenance service shall only be performed at the address location specified on the face of this agreement.

ACCEPTANCE – Acceptance of this agreement by Vendor is contingent upon a) satisfactory credit report on the Customer, and (b) review and approval as indicated on front of agreement by Stanton Office Machine Contracts Manager.

WARRANTY – All parts furnished hereunder will be free of defects in material and workmanship at the time of installation. There are no other warranties, expressed or implied, which extend beyond the face of this agreement.

CONSUMABLE YIELD – Consumable yield is based on manufacturer published yields of 6% coverage. Coverage may vary depending on your original and additional supplies may need to be purchased in addition to this agreement.

EQUIPMENT RELOCATION – Does not include repairs made necessary due to relocation of equipment by parties other than vendor. Should party other than vendor relocate equipment, customer agrees to pay inspection fee before any further service is provided. Cost of relocation by the vendor is not included in the Maintenance Agreement.

SIGNATURE	
I have read all of the above terms of the Copier Maintenance Agreement.	
_____	_____
Print Name	Customer Signature
TIPTON ELEMENTARY SCHOOL	
_____	_____
Company Name	Date

5. FINANCE: Action items:

5.1 Vendor Payments

APY Input List

Fiscal Year 2016

Items of Status: Finalized
Entered by: anthonyh

<u>Vendor</u>	<u>RefType</u>	<u>RefNo</u>	<u>InvoiceDate</u>	<u>InvoiceNo</u>	<u>AccountCode</u>	<u>Amount</u>
12270	PV	161388	06/10/2016	2004857	010-00000-0-00000-71000-58000-0	\$493.50
14188	PV	161369	06/16/2016	MILEAGE REIMB	010-00000-0-00000-72000-52000-0	\$53.60
13506	PV	161372	06/16/2016	HW REIMB.	010-00000-0-00000-72000-58000-0	\$25.17
12270	PV	161389	06/10/2016	2004858	010-00000-0-00000-72000-58000-0	\$123.38
13366	PV	161374	06/16/2016	HW REIMB.	010-00000-0-00000-72000-58000-0	\$500.00
13267	PV	161383	06/06/2016	368893483	010-00000-0-00000-81000-43000-0	\$110.97
13267	PV	161384	06/07/2016	369030325	010-00000-0-00000-81000-43000-0	\$194.86
12788	PV	161367	06/09/2016	601017636	010-00000-0-00000-81000-55000-0	\$213.62
12788	PV	161368	06/16/2016	601024880	010-00000-0-00000-81000-55000-0	\$219.74
13882	PV	161382	06/03/2016	19951,20084,21	010-00000-0-00000-81000-56000-0	\$1,381.00
3676	PV	161390	05/31/2016	7047602	010-00000-0-00000-81000-58000-0	\$233.00
13568	PV	161373	06/14/2016	127164	010-00000-0-11100-10000-43000-0	\$70.20
14180	PV	161391	06/16/2016	9088858139	010-00000-0-11100-10000-59000-0	\$613.30
13831	PV	161377	06/16/2016	433081104000	010-07200-0-11100-10000-43000-0	\$14.07
13831	PV	161377	06/16/2016	433081104000	010-07200-0-11100-10000-43000-0	\$43.19
13831	PV	161377	06/16/2016	433081104000	010-07200-0-11100-10000-52000-0	\$542.63
13831	PV	161378	06/16/2016	433081104000	010-07200-0-11100-10000-52000-0	\$124.35
13831	PV	161377	06/16/2016	433081104000	010-07200-0-11330-10000-43000-0	\$9.73
13745	PV	161380	06/16/2016	SUM. SCH SUPP	010-07200-0-11350-10000-43000-0	\$43.74
13496	PV	161386	06/06/2016	INV-438741	010-07230-0-00000-36000-43000-0	\$733.92
14235	PV	161371	05/03/2016	TESD-APR-5392	010-30100-0-11100-10000-58000-0	\$1,712.50
13456	PV	161370	05/16/2016	2487	010-81500-0-00000-81000-58000-0	\$207.86
13459	PV	161375	06/03/2016	XJXM92546	010-90336-0-11100-10000-43000-0	\$45.89
14164	PV	161381	06/07/2016	TESD-OM-INV1	010-99900-0-00000-81000-58000-0	\$2,317.50
GENERAL FUND TOTAL EXPENDITURES UP TO JUNE 16, 2016						\$10,027.72
12907	PV	161379	06/08/2016	211547	130-53100-0-00000-37000-43000-0	\$438.04
13130	PV	161385	06/14/2016	606140193	130-53100-0-00000-37000-47000-0	\$398.92
13831	PV	161378	06/16/2016	433081104000	130-53100-0-00000-37000-58000-0	\$331.45
14238	PV	161387	03/31/2016	CD2016-113	350-77110-0-00000-82000-58000-0	\$3,350.00
CAFETERIA FUND TOTAL EXPENDITURES UP TO June 16, 2016						\$4,518.41
Total Entered on 6/16/2016 3:07:00PM:						\$14,546.13
Total Entered by UserId:		<u>anthonyh</u>				\$14,546.13
Report Total for Payment Status:		<u>Finalized</u>				\$14,546.13
Report Total:						\$14,546.13