

TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING AGENDA

Tuesday, June 5, 2018
7:00 p.m. District Conference Room

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

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

2. **Open Public Hearing on the Local Control Accountability Plan (LCAP) 2018 - 2019**

- 2.1 Open for public questions and comments
- 2.2 Close Public Hearing

3. **Open Public Hearing on the 2018 - 2019 Budget Adoption**

- 3.1 Open for public questions and comments.
- 3.2 Close Public Hearing

4. **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.

- 4.1 Community Relations/Citizen Comments
- 4.2 Reports by Employee Units CTA/CSEA

5. **CONSENT CALENDAR: Action items:**

- 5.1 Minutes of the Regular Board Meeting - May 3, 2018
- 5.2 Minutes of the Special Board Meeting - May 15, 2018
- 5.3 Field Trip, Facility and Conference Attendance Requests
- 5.4 Agreement with TCOE for Teacher Induction Programs
- 5.5 Agreement with TCOE for Psychological Services
- 5.6 Contract with Kings Air for Prop 39

6. **ADMINISTRATIVE: Action items:**

- 6.1 Save the Children Partner Agreement
- 6.2 AB 119 Orientation Agreement
- 6.3 Tulare County Plan for Providing Educational Services to Expelled Youth Approved by the Tulare County Board of Education
- 6.4 Agreement with TCOE to Furnish Food Service Between Childcare and Adult Food Program Sponsor
- 6.5 Tipton Elementary School District and California Employees Association Retirement Incentive Memorandum of Understanding 2017-2018

7. **FINANCE: Action items:**
 - 7.1 Vendor Payments
 - 7.2 Budget Revisions

8. **INFORMATION: (Verbal Reports & presentations)**
 - 8.1 MOT--FOOD SERVICE—PROJECTS
 - 8.2 Multi-Purpose Building Updates
 - 8.3 Phase 2 and 3
Update Progress Meeting #7

9. **Any Other Business**
 - 9.1 Quarterly Board Policy Updates for May – Informational

10. **Adjourn to Closed Session:**
 - 10.1 Government Code Section 54957
Public Employee Discipline/Dismissal/Release/Complaint
 - 10.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.
 - 10.3 Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Anthony Hernandez, Jacob Munoz and Stacey Bettencourt
Employee Organization: CTA
 - 10.4 Government Code section 54957.6 Conference with labor negotiator
Name of negotiator: Board President Greg Rice
Unrepresented employee: Superintendent

11. **Reconvene to open session**

12. **Report out from Closed Session**

13. **Adjournment**

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 May 31, 2018

5. CONSENT CALENDAR: Action items:

5.1 Minutes of the Regular Board Meeting - May 3, 2018

TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING

Minutes

Thursday, May 3, 2018

7:00 p.m. District Conference Room

The Board meeting for May 1, 2018 has been adjourned and rescheduled for May 3, 2018

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

Board President Greg Rice, called the meeting to order at 7:00 p.m. and led the flag salute. Board Members Present: Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice. John Cardoza was absent. Guests: Luke Smith, Sandra Cunha, Virginia Almeida, Tammy Lampe, Debbie McCaskill, Melissa Graham, Jacob Munoz and Anthony Hernandez.

2. **Public Input:**

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

2.3 Correspondence - Review of Second Period Interim Report, 2017-2018

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

3.1 Minutes of the Regular Board Meeting – April 3, 2018

3.2 Minutes of the Special Board Meeting – April 10, 2018

3.3 Field Trip, Facility and Conference Attendance Requests

3.4 Agency Agreement with TCOE for Shared Business Services for the 2018-2019 School Year

3.5 Agency Agreement with TCOE for Library Media Services for the 2018-2019 School Year

3.6 Updated School Calendar 2018-2019

3.7 Surplus Library Books

3.8 2017-2018 Contract with Kaweah Electric Regarding Proposition 39

Motion to approve the consent calendar was made by Shelley Heeger and second by Fernando Cunha.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

4. **ADMINISTRATIVE: Action items:**

4.1 Approval of March 2018 Quarterly Board Policy Update

Motion to approve March 2018 Quarterly Board Policy Update was made by Iva Sousa and second by Fernando Cunha.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

4.2 Adopt District's Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2018- 2019 School Year

Motion to approve District's Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2018- 2019 School Year was made by Iva Sousa and second by Shelley Heeger.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

4.3 Acknowledgement/Acceptance of the Associated Teachers of Tipton's Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

Motion made for Acknowledgement/Acceptance of the Associated Teachers of Tipton's Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year was made by Fernando Cunha and second by Iva Sousa.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

4.4 English Learner Reclassification Criteria

Motion to approve English Learner Reclassification Criteria was made by Shelley Heeger and second by Fernando Cunha.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

4.5 Resolution Number 2017-2018-15 In the Matter of Ordering Regular Governing Board Member Elections; Specifications of the Election Order

Motion to approve Resolution Number 2017-2018-15 In the Matter of Ordering Regular Governing Board Member Elections; Specifications of the Election Order was made by Iva Sousa and second by Fernando Cunha.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

4.6 Co-Superintendent Business Services and Co-Superintendent/Principal Request for Additional Days

Motion to approve Co-Superintendent Business Services and Co-Superintendent/Principal

*Request for Additional Days was made by Shelley Heeger and second by Fernando Cunha.
Vote Yea 4/ No 0/ Abstain 0/ Absent 1
Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice
No - 0
Abstain - 0
Absent – 1 John Cardoza*

4.7 Tipton Elementary School District Associated Teachers of Tipton/CTA/NEA Retirement Incentive Memorandum of Understanding 2017-2018

*Motion to approve Tipton Elementary School District Associated Teachers of Tipton/CTA/NEA Retirement Incentive Memorandum of Understanding 2017-2018 was made by Iva Sousa and second by Fernando Cunha.
Vote Yea 4/ No 0/ Abstain 0/ Absent 1
Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice
No - 0
Abstain - 0
Absent – 1 John Cardoza*

4.8 Resolution Number 2017-2018-16 Retirement Incentive Program for CSEA

*Motion to approve Resolution Number 2017-2018-16 Retirement Incentive Program for CSEA was made by Iva Sousa and Second by Shelley Heeger.
Vote Yea 4/ No 0/ Abstain 0/ Absent 1
Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice
No - 0
Abstain - 0
Absent – 1 John Cardoza*

4.9 Updated Resource Teacher Job Description

*Motion to approve Updated Resource Teacher Job Description was made by Shelley Heeger and second by Fernando Cunha.
Vote Yea 4/ No 0/ Abstain 0/ Absent 1
Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice
No - 0
Abstain - 0
Absent – 1 John Cardoza*

5. FINANCE: Action items:

5.1 Vendor Payments

*Motion to approve Vendor Payments was made by Shelley Heeger and second by Iva Sousa.
Vote Yea 4/ No 0/ Abstain 0/ Absent 1
Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice
No - 0
Abstain - 0
Absent – 1 John Cardoza*

5.2 Budget Revisions

Motion to approve Budget Revisions was made by Fernando Cunha and second by Shelley Heeger.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

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

6.1 MOT--FOOD SERVICE—PROJECTS

Multi-Purpose Building

6.2 Phase 2 and 3

Update Progress Meeting #5

Update Progress Meeting #6

Mr. Luke Smith updated the Board on the Multi-Purpose Building. He shared that the sports floor is being installed and that the athletic sports lines will be added next. He also shared that Phase 2 and 3 is moving right along. The basketball courts are just about finished. Next week the polls and backboards will be going up. Everything looks to be on target. Mr. Smith also shared with the board images on how the bleachers will sit and the amount of space they will take when fully extended.

Mrs. Stacey Bettencourt shared with the Board that Big Smiles (in- school dental program) was recently on campus and serviced 52 of our students. It is estimated that 109 school days were saved by having the students seen on campus. Mrs. Bettencourt also shared with the Board that the students who went on the 8th grade trip had a great time.

7. **Any Other Business-**

8. **Adjourn to Closed Session: 7:46 p.m.**

9. **Reconvene to open session 10:53 p.m.**

10. **Report out from Closed Session**

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

Motion to approve student transfers was made by Shelley Heeger and second by Fernando Cunha.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha and Greg Rice

No - 0

Abstain - 0

Absent – 1 John Cardoza

8.2 Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Anthony Hernandez, Jacob Munoz and Stacey Bettencourt

Employee Organization: CTA

Discussion Only, no action taken

11. Adjournment 10:54 p.m.

Minutes approved June 5, 2018

Greg Rice, President

Iva Sousa, Clerk

Stacey Bettencourt, Secretary

5. CONSENT CALENDAR: Action items:

5.2 Minutes of the Special Board Meeting – May 15, 2018

TIPTON ELEMENTARY SCHOOL DISTRICT

Minutes

SPECIAL BOARD MEETING

Tuesday, May 15, 2018

7:00 p.m. District Conference Room

1. Call to order- Flag Salute

Board President Greg Rice, called the meeting to order at 7:00 p.m. and led the flag salute. Board Members Present: Shelley Heeger, Iva Sousa, Fernando Cunha, John Cardoza and Greg Rice. Guests: Jacob Munoz

2. Public Input:

3. Adjourn to Closed Session: 7:02 pm

4. Reconvene to open session 9:25 pm

5. Report out from Closed Session

3.1 Government Code section 54957
Public employee appointment/employment
Title: Superintendent

Discussion only, no action taken

3.2 Government Code Section 54957
Public Employee Discipline/Dismissal/Release/Complaint

Board President Rice reported out that during this evening's closed session, the Board acted to release from his or her Co-Superintendent position, Co-Superintendent/Principal, Co-Superintendent of Business Services/Operations and Co-Superintendent of Curriculum and Instruction, as of June 30, 2018. The Board also acted to further notify each employee that as of July 1, 2018, they will be returned to their previous positions, as held during the 2016-2017 school year, for the 2018-2019 school year, as follows: -Co-Superintendent/Principal returned to Principal; -Co-Superintendent of Curriculum and Instruction returned to Vice Principal; and- Co-Superintendent of Business Services/Operations returned to Business Manager.

Motion to approve the release from his or her Co-Superintendent position, Co-Superintendent/Principal, Co-Superintendent of Business Services/Operations and Co-Superintendent of Curriculum and Instruction, as of June 30, 2018 and return, as of July 1, 2018 each employee to their previous positions for 2018-2019 school year was made by Shelley Heeger and second by Fernando Cunha.

Vote Yea 5/ No 0/ Abstain 0/ Absent 0

Yea – Shelley Heeger, Iva Sousa, Fernando Cunha, John Cardoza and Greg Rice

No - 0

Abstain - 0

Absent – 0

6. **Adjournment 9:26 pm**

Minutes approved June 5, 2018

Greg Rice, President

Iva Sousa, Clerk

Stacey Bettencourt, Secretary

5. CONSENT CALENDAR: Action items:

5.3 Field Trip, Facility and Conference Attendance Requests

Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Michelle Nuckels GRADE 68

CLASSES ATTENDING Ag In the Classroom

DATE OF TRIP 5/14/18 NUMBER OF PUPILS 23 ADULTS 1

DESTINATION Julare Umfual HS, Farm

BUS TO LEAVE SCHOOL AT 12:45 RETURN AT 3:00

BUS ROUTING AND STOPS

USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

PRELIMINARY STEPS: _____

TRIP RELEVENCY: Hands on Learning (Ag Mechanics)

OTHER INFORMATION/STAFF CHAPARONE REQUEST:

COST \$ (CTE GRANT)

CAFETERIA LUNCHES NEEDED FOR STUDENTS: YES _____ NO HOW MANY _____

CAFETERIA LUNCHES NEEDED FOR ADULTS: YES NO _____ HOW MANY _____

SIGNATURE OF TEACHER IN CHARGE Michelle Nuckels

TRIP AUTHORIZED BY SCHOOL BOARD YES _____ NO _____

SIGNATURE OF SUPERINTENDENT [Signature]

Students will eat lunch at 12:25. Leave at 12:45.

5. CONSENT CALENDAR: Action items:

5.4 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, 2018**, through **June 30, 2019**.

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. Provide a two-year, individualized; job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
- b. 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.
- c. Employ, at a minimum, a full-time secretary to provide for the clerical needs of the program.
- d. Provide workspace for the Teacher Induction Programs Director and secretary, and meeting space for program activities.
- e. Provide a process for equitable distribution of services to Candidates and Mentors in all participating districts.
- f. Establish and maintain accurate records and reports; maintain a confidential file to store information on Candidates involving individual progress through the program.
- g. Supply 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.
- h. Convene the Leadership Team Forum and develop other administrative processes as provided for in the program description.
- i. Participate in the program accreditation process.
- j. 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 or (has not attended a meeting in 2 years) 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. The district must assure 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 if needed.
- 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). Mentor must be identified and assigned within the first 30 days of the participant's enrollment in the program, matching the Mentor and Candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.
- e. Ensure Mentors attend scheduled mentoring trainings 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. Goals for each Candidate must be developed within the context of the ILP within the first 60 days of the teacher's enrollment in 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. The Individual Learning Plan (ILP) must be designed and implemented solely for the professional growth and development of the Candidate and not for evaluation for employment purposes.
- 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) Provide feedback to the Candidate on the Individual Learning Plan goals within the first 60 days of Induction.
 - (4) Meet with the Candidate to discuss and provide feedback on the ILP goals, once in the fall (within the first 60 days of Induction) and once in the spring.
- j. Participate in the program evaluation.
- k. Appoint a district coordinator who will facilitate district general responsibilities as described above and will attend the Teacher Induction Programs Leadership Team Forum Meeting.
- 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 Candidate 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) Help the Candidate develop goals for their Individual Learning Plan within the first 60 days of the teacher’s enrollment in the Induction Program;
- (4) The use of the ILP is 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 to be October 26, 2018; 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 applies for participation in the program. 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. Refunds will not be given to districts whose Candidates do not complete induction or for ECOs who fail to meet the deadlines and are changed to a Year 1 status.

F. Early Completion Option

The Induction program has an Early Completion option for “experienced and exceptional” candidates who meet the program’s established criteria. For those participants who meet the Early Completion Option requirements, the fee will be \$4,000 for the one-year experience.

G. Other Conditions

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.

Once a Candidate is accepted and enrolled into the TCOE Teacher Induction Program, TCOE will offer the approved program, meeting the adopted standards, until the Candidate:

- i. Completes the program;
- ii. Withdraws from the program;
- iii. Is dropped from the program based on established criteria (Candidate Agreement and District Agreement); or
- iv. Is admitted to another approved program to complete the requirements, with minimal disruption, for the authorization.

In the event the TCOE Induction program is discontinued, a teach out plan, which will include individual transition plans for each Candidate, will be developed, in addition to a plan for how Candidates and graduates will access their Induction records.

TULARE COUNTY SUPERINTENDENT OF SCHOOLS:

TIPTON SCHOOL DISTRICT:

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

By: Stacey Bettencourt
Signature of Authorized District Official
Tipton School District

Name: Jim Vidak

Name: Stacey Bettencourt

Title: County Superintendent of Schools

Title: Superintendent

Date: _____

Date: 5-22-18

5. CONSENT CALENDAR: Action items:

5.5 Agreement with TCOE for Psychological Services

AGENCY AGREEMENT

THIS AGREEMENT is entered into between the **TULARE COUNTY OFFICE OF EDUCATION**, referred to as **SUPERINTENDENT** and **TIPTON SCHOOL DISTRICT**, referred to as **DISTRICT**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of **July 1, 2018** and shall expire on **June 30, 2019**.
2. **SERVICES:** SUPERINTENDENT shall provide DISTRICT with **0.5** days per week of psychological services, which include:

Behavior Analysis and Intervention:

- Conduct Functional Behavior Assessments.
- Design and implement research/evidence based behavior intervention plans.
- Model and monitor effective behavior interventions.
- Data collection and Progress Monitoring input and oversight.

Conduct Psycho-Educational Assessments:

- Present psycho-educational assessment results to the IEP team.
- Provide written psycho-educational assessment report to all IEP team members.
- Input assessment data into the IEP prior to the IEP meeting.
- Present assessment findings at the scheduled IEP team meeting.

Consultation and Collaboration:

- On-going coordination/collaboration with all student stakeholders.
- Provide professional development in-service training opportunities to school site (per request).

Short-Term Counseling for School-Based Difficulties (individual/small group):

- Social Skill development.
- Anger Management.
- Problem-Solving skill development.
- Crisis response and emergency intervention.

Student Study Team (SST) and Individualized Education Program (IEP):

- Attend and participate in SST/IEP meetings (as needed).
- On-going collaboration with other SST/IEP team members.

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT **\$21,720.00** for the services described above, not to exceed the sum of **\$21,720.00**.
4. **METHOD OF PAYMENT:**
 - a. SUPERINTENDENT shall transfer this sum from the funds of the DISTRICT to the County School Service Fund at **May 31, 2019**.

5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.


THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.


DISTRICT

Stacey Bettencourt, Co-Superintendent/Principal
 Tipton School District
 370 N. Evans
 PO Box 787
 Tipton, CA 93272

SUPERINTENDENT

Tammy McKean, Assistant Superintendent
 Special Services
 Tulare County Office of Education
 P.O. Box 5091
 Visalia CA 93278-5091

By: 

By: 

Date: 5/18/18

Date: 4-16-18

TCOE Program Information

Contact Person and Phone No: Joe Martinez, Director-Psychological Services
 730-2910 Ext. 5164
 Budget Number: 010-00014-0-0-8699

Please return an original copy to:

Tulare County Office of Education
 Tammy McKean, Assistant Superintendent
 P.O. Box 5091
 Visalia, CA 93278-5091

5. CONSENT CALENDAR: Action items:

5.6 Contract with Kings Air for Prop 39

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor ("Agreement") is entered into effective as of ~~April 11~~ ^{MAY} 11, 2018 between the Tipton Elementary School District, Tulare County, California ("Owner") and Kings County Air, Inc. ("Contractor"), with Owner and Contractor each a "Party" and together the "Parties" to this Agreement.

Contractor and Owner agree as follows:

1. **SCOPE OF WORK.** Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") consisting of the purchase and installation of thirteen (13) rooftop package units and two (2) wall mounted Bard units with minimum fourteen (14) SEER equipment with economizers.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

2. **EXAMINATION OF SITE.** Contractor has visited the site and investigated the conditions on, in, out and about the site, including any buildings, which might affect the progress of the Project and is satisfied as to those conditions. No claim for money or time will be allowed as to such matters.

3. **CONTRACT DOCUMENTS.** The Contractor and Owner agree that the Contract Documents are composed of this Agreement, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment, Independent Contractor Student Contact Form, any required bonds, and any specifications and plans. If there are specifications and plans, the specifications and plans are intended to cooperate, so that any work exhibited in the plans and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the plans to the true intent and meaning of the said plans and specifications, when taken together. The Contract Documents are complementary, and each obligation of the Contractor, subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall

govern. Contractor shall comply with all applicable Federal, State and local laws. The work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

4. **COMPLETION DATE.** The work to be completed under this Agreement shall begin no later than June 3, 2018, and be completed on or before August 3, 2018 (the "Completion Date").

5. **CONTRACT SUM.** The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is One Hundred Fifty-Two Thousand Three Hundred Seventy-Four Dollars (\$152,374.00), unless modified in accordance with the Contract Documents.

6. **CONTRACTOR'S LICENSE AND COMPLIANCE MONITORING.** In accordance with section 3300 of the Public Contract Code, Contractor has a Class "B" license which shall be maintained in good standing for the duration of Contractor's work on the Project. Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. **LIQUIDATED DAMAGES.** Failure to complete the Project within the time and in the manner provided for in this Agreement shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: \$500, for each calendar day by which completion of the Project is delayed beyond the Completion Date, as adjusted by change orders.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

8. **EARLY COMPLETION.** Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in this Agreement, the Parties stipulating that the period established in this Agreement is a reasonable time within which to perform the work on the Project.

9. **PAYMENT.** Owner will pay Contractor on a monthly basis for services satisfactorily performed after receipt of properly documented and submitted applications for payment. On or before the fifth day of each month, Contractor shall submit to Owner an itemized application for payment in the format supplied by the Owner indicating the amount of work completed since commencement of the work or since the last progress payment, as applicable. These applications shall be supported by evidence which is required by this Agreement and such other documentation as the Owner may require. The Contractor shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to submit a detailed schedule of values upon request of the Owner and in such detail and form as the Owner shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. For each accepted payment, five percent (5%) shall be withheld and retained by the Owner, and the remainder shall be paid to the Contractor.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full. Owner may withhold payment and/or retention, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of: (a) Defective work not remedied; (b) Stop Payment Notices filed, unless the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim and which Owner chooses to accept. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties. The surety insurer, at the time of issuance of the bond, unless otherwise agreed to by Owner in writing, must have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner; (c) Liquidated damages assessed against the Contractor; (d) Reasonable doubt that the work can be completed for the unpaid balance of any Contract Sum or by the completion date; (e) Damage to the Owner, another contractor, or subcontractor; (f) Unsatisfactory prosecution of the work by the Contractor; (g) Failure to store and properly secure materials; (h) Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents; (i) Failure of the Contractor to maintain record drawings; (j) Erroneous estimates by the Contractor of the value of the work performed, or other false statements in an Application for Payment; (k) Unauthorized deviations from the Contract Documents; or (l) Failure of the Contractor to prosecute the work in a timely manner in compliance with established progress schedules and completion dates; (m) Subsequently discovered evidence or observations nullifying the whole or part of a previously issued payment; (n) Failure to pay

subcontractors or materialmen; (o) Breach of any provision of the Contract Documents. Owner's failure to withhold any of these sums from a progress payment and/or retention shall not constitute a waiver of Owner's right to such sums.

If the Owner accepts any work or makes any release of payment payments or retention under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

In accordance with Public Contract Code section 22300, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the work, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this section shall be substantially similar to the form set forth in Public Contract Code section 22300.

10. CHANGE ORDERS. The Contractor and the Owner agree that changes in the Project to be done under this Agreement and any plans and specifications shall become effective only when written in the form of a change order approved and signed by the Owner and the Contractor. It is specifically agreed that the Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. Contractor also agrees to provide the Owner with all information requested to substantiate the cost of the change order and to inform the Owner whether the work will be done by the Contractor or by a subcontractor.

This Agreement shall be deemed to be completed when the Project is finished in accordance with this Agreement, and any original plans and specifications as amended by such changes.

The Contractor shall submit with the proposed change order its request for time extension (if any), and include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project. The time extension shall be agreed to by the Parties and memorialized by a written change order prior to initiation of the work contemplated by the change order.

11. DISPUTES. If a dispute arises between the Owner and the Contractor as to an interpretation of any of the specifications or Contract Documents or as to the quality or sufficiency of materials or workmanship, the decision of the Owner shall for the time being

prevail, and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination of the dispute.

12. PROCEDURES FOR CLAIMS. "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner. Notwithstanding any other provision herein, Claims shall be handled pursuant to the procedures set forth in Public Contract Code section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions. In addition, for claims that are \$375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204. Contractor shall submit Claims to Owner within fifteen (15) days of the earlier of completion of the Work or Contractor's submission of the final payment application. Owner's rejection, or lack of rejection, of a change order request at any time does not affect the requirement to submit a Claim by the Claim deadline. Owner may request additional documentation from Contractor to be provided within applicable time periods, and Owner and Contractor shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

As a condition precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential. The requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

13. TERMINATION. If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor or any of Contractor's subcontractors should violate any of the provisions of the Agreement, or if Contractor should refuse or fail to supply enough properly skilled workmen or proper materials, or if Contractor violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f), or should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the Owner, then the Owner may serve written notice upon the Contractor and its surety of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be made, the Agreement shall, upon the expiration of said five (5) days, at the Owner's option, terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the Agreement; provided, however, that if the surety, within ten (10) days after the serving upon it of Notice of Termination, does not give the Owner written notice of its intention to take over and perform the Agreement or does not commence performance within ten (10) days from the date of the serving of such notice; the Owner may then take over the Project and prosecute the same to completion by any method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby. In such event, the Owner may without liability for so doing, take possession of and utilize in completing the Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the Project and necessary therefore. In such case the Contractor shall not be entitled to receive payment until the Project is finished. If the Contract Sum exceeds the expense of finishing the Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the Contract Sum, the Contractor shall pay the difference to the Owner.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

14. SUBCONTRACTORS. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to Owner for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to California Labor Code sections 1777.1 or 1777.7.

15. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and under California Labor section Code 1770 et seq., the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the

execution of this Agreement. Contractor shall post on site all required job site notices as prescribed by regulation.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. Contractor and subcontractors shall comply with Labor Code section 1776.

16. WORKING HOURS. In accordance with the provisions of California Labor Code sections 1810 to 1815, inclusive, the time of service of any worker employed by the Contractor or a subcontractor doing or contracting to do any part of the work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

17. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as

defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

18. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

19. FORCE MAJEURE. The Parties shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the Party not performing. A Contractor seeking an extension of time as a result of the above enumerated acts, must present the request for an extension of time to the Owner within fifteen (15) calendar days of the commencement of the act causing the delay. A Contractor's failure to provide notice of a request for an extension of time may result in denial of the request.

20. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor and its Subcontractors shall defend and indemnify the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Governing Boards, members of the Governing Boards, and directors ("Indemnitees"), from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the work by Contractor or its subcontractors; or any act, omission, negligence, or willful misconduct of the Contractor or its subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the

Contractor, its subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph. This obligation to defend and indemnify includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor and its subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor and its subcontractors.

In the event Contractor brings hazardous materials on the Project site, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project site. In addition, the Contractor shall defend and indemnify the Indemnitees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Indemnitees' active negligence, sole negligence or willful misconduct.

21. INSURANCE.

a. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this Agreement the policies of insurance hereinafter described. Contractor shall secure and maintain in force during the term of this Agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000) with no annual aggregate limit. Property damage limits shall be One Million Dollars (\$1,000,000) per loss. The Owner shall be named as an additional insured on the policies by endorsements that shall be attached to the Agreement as proof of insurance. Contractor shall produce the policy for Owner at Owner's request.

Written notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Certificates of insurance shall clearly state that the Owner is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy be excess and non-contributing.

Contractor will, at its own expense, maintain coverage in conformance with above requirements. Certificates of insurance evidencing the existence of coverage shall be filed with

the Owner prior to commencement of work.

b. **Workers' Compensation.** Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code section 3200 et seq. during the duration of this Agreement. The Owner shall be named as an additional insured on the policy by endorsements, which will become a part of the Contract Documents. A certificate evidencing this coverage shall be filed with the Owner prior to the commencement of work under this Agreement. Notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

c. **Builder's Risk.** Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the work and until final acceptance of the work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of-Construction insurance. The risk of the damage to the work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

22. PERFORMANCE AND PAYMENT BONDS. Prior to commencing any portion of the work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance (during construction and one year after completion, and during any warranty or guarantee period) of and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California.

To the extent, if any, that the Contract Sum is increased in accordance with this Agreement, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of this Agreement (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or

modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate this Agreement for cause.

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, at the time of issuance of the bonds, unless otherwise agreed to by Owner in writing, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

23. WARRANTY PERIOD. The Contractor shall promptly correct any work found not to be in conformance with the Contract Documents for one year after Owner's written acceptance of the work. Contractor shall correct the work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this section shall survive acceptance of the work under the Contract and termination of the Contract.

24. ASSIGNMENT OF ANTI-TRUST CLAIM. Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the owner all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with section 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

25. SUBSTITUTIONS. No substitutions of materials from those specified in this Agreement or the specifications shall be made without prior written approval of the Owner.

26. SUPERVISION AND OWNER ACCESS. Contractor shall provide competent supervision of all persons on the job site. Contractor shall allow Owner access to the site at all times.

27. CLEAN UP, PROTECTION OF WORK AND PROPERTY. Contractor shall

maintain site in a clean and safe condition, including the daily removal of flammable material. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warnings against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Owner, is permitted to act at its discretion to prevent such threatened loss or injury. If at Project completion, the site is not clean, Owner may clean the site and deduct the cost from the Contract Sum.

28. OCCUPANCY. Owner reserves the right to occupy buildings at any time before formal acceptance of contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this Agreement, nor shall such occupancy extend the date specified for substantial completion of work.

29. ANTI-DISCRIMINATION. It is the policy of the Owner that there shall be no discrimination against any of Contractor's prospective or active employees engaged in the Project because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the Project by Contractor.

30. INDEPENDENT CONTRACTOR. While engaged in carrying out the terms and conditions of the Contract Documents, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the Owner.

31. TESTS AND INSPECTIONS. Tests, inspections, and approvals of portions of the work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

32. INDEPENDENT TESTING LABORATORY. The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

33. ADVANCE NOTICE TO INSPECTOR OF RECORD. The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in

order that the Inspector of Record may arrange for the testing of the material at the source of supply.

34. TESTING OFF-SITE. Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the work.

35. ADDITIONAL TESTING OR INSPECTION. If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the work require additional testing, inspection, or approval not included under section 30, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 43.

36. COSTS FOR RETESTING. If such procedures for testing, inspection, or approval reveal failure of the portions of the work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

37. COSTS FOR PREMATURE TEST. In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

38. TESTS OR INSPECTIONS NOT TO DELAY WORK. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work.

39. TRENCHES OR EXCAVATIONS GREATER THAN FOUR FEET BELOW THE SURFACE. Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, if any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code section 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by

information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from the Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting Parties.

40. EXISTING UTILITY LINES; REMOVAL, RELOCATION. Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in this Agreement, the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

41. STORM WATER DISCHARGE PERMIT. If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resource Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

42. DISCOVERY OF HAZARDOUS MATERIALS. In the event the Contractor encounters or suspects the presence on the site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by California Health and Safety Code section 25249.5, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing,

whether or not such material was generated by the Contractor or the Owner. The work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

44. MISCELLANEOUS PROVISIONS.

44.1 Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on any payment bond, the surety on any performance bond and the Owner.

44.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and Owner and their respective successors and assigns.

44.3. Severability; Governing Law; Choice of Forum. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

44.4. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved or ratified by the Governing Board.

44.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Tulare County, California.

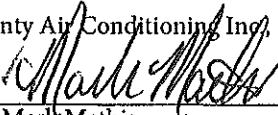
44.6. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to this Agreement pursuant to Public Contract Code section 9201.

44.7. **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

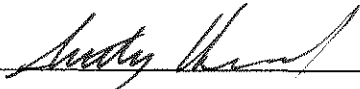
44.9. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

Kings County Air, Inc.
Kings County Air Conditioning Inc, California Corporation

By: 
Mark Mathis

Its: CFO

Tipton Elementary School District

By: 

Its: CBO



828256
CALIFORNIA CONTRACTOR'S
LICENSE NO.

12/31/2019
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or

6. ADMINISTRATIVE: Action items:

6.1 Save the Children Partner Agreement

<p>SUB-AGREEMENT BY Save the Children Federation, Inc. TO Tipton Elementary School District 370 N. Evans Road Tipton, California 93272</p>	
<p>1. Project Name: Tipton Elementary</p>	<p>2. Sub-award Number: 999001430</p>
<p>3. Sub-award Effective Date: 7/01/2018</p>	<p>4. Sub-award Expiration Date: 6/30/2019</p>
<p>5. Sub-recipient Contact Name and Information: Stacey Bettencourt Superintendent sbettencourt@tipton.k12.ca.us</p>	<p>6. Save the Children Contact Name and Information: SaRonn Mitchell, Specialist, Early Steps to School Success Programs smitchell@savechildren.org</p>
<p>7. Donor Comments:</p>	
<p>8. Total Obligated Amount: \$91,050</p>	<p>9. Total Estimated Amount \$91,050</p>
<p><i>Save the Children Federation Inc. and Tipton Elementary School District hereby agree that the electronic signatures, as defined in the Electronic Signatures in Global and National Commerce Act of 2000 ("ESIGN") used in execution of this Agreement are legally binding and, as such, equivalent to traditional handwritten signatures under ESIGN and other applicable laws. Both Save the Children and Tipton Elementary School District further agree that the electronic signatures used in execution of this Agreement shall constitute an original for all purposes. Tipton Elementary School District agrees that it is solely responsible for maintaining security and confidentiality of its electronic signatures, and that it shall be solely responsible for all actions initiated under its electronic signatures.</i></p> <p>IN WITNESS WHEREOF, Save the Children Federation, Inc. and Sub-recipient have each caused this agreement to be executed on their behalf:</p>	
<p>10. Sub-recipient Authorized Representative:</p> <p>BY:  Stacey Bettencourt TITLE: Superintendent</p> <p>DATE: <u>5/22/18</u></p>	<p>11. Save the Children Federation, Inc. Authorized Representative:</p> <p>BY:  Michel Schneider TITLE: State Director</p> <p>DATE: <u>5/15/2018</u></p>

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I Definitions and Scope of the Agreement

(a) In addition to any term which is defined in a Section of the Agreement, the following terms shall have the definitions provided below:

“Budget” means the budget for the Project(s) in Appendix 2 as varied or amended in accordance with Section 6;

“Current Obligated Funding Amount” means, at any time, the amount of the Sub-agreement funds which SCUS has paid and committed to pay the Sub-recipient at such time. This amount is stated in Section 8 of the Cover Sheet;

“Days” means calendar days

“Donor” means the entity specified as donor in Section 7 of the Cover Sheet (as applicably noted);

“External Partner” means a partner selected to implement the Project(s) otherwise referred to as **“Sub-recipient”**;

“Funder Applicable Cost Principles” means any cost principles dictated by the prime donor that must be flowed down to Sub-recipients;

“Implementation End Date” means the date specified as the Implementation End Date in Section 4 of the Cover Sheet;

“Project(s)” means the project or program specified in Section 1 of the Cover Sheet and Appendix 1;

“Sub-award” means the sub-award to be made by SCUS to the Sub-recipient on the terms set out in the Agreement;

“Sub-award Effective Date” means the date specified as the start date in Section 3 of the Cover Sheet;

“Sub-award Expiration Date” means the Implementation End Date or such later date on which all the rights and obligations of the Parties under the Agreement have been performed (other than under Section 6). See section 4 of the Cover Sheet;

“Total Estimated Amount” means the total estimated amount of funds available for the work to be performed under this Agreement as specified in Section 9 of the Cover Sheet.

“Total Obligated Amount” means the total amount of the Sub-award specified in Section 8 of the Cover Sheet, including the total amount of any Current Obligated Funding Amount, if applicable;

“Year” means the period of 12 months beginning on the Agreement Start Date or any anniversary of the Agreement Start Date except that the final Year of the Agreement shall end on the Implementation End Date.

(b) Purpose

The purpose of this Agreement is for Save the Children Federation, Inc. (hereinafter referred to as “SCUS”) to set out the rights and responsibilities of SCUS to **Tipton Elementary School District**, (hereinafter referred to as Sub-recipient), in relation to the Agreement and implementation of the Project(s) at **Tipton Elementary**. It is agreed that the funding set forth in this agreement will be used exclusively for achievement of the Project objectives.

(c) Total Sub-award Amount

SCUS shall make the Total Sub-award Amount in US Dollars available to the Sub-recipient at the times and upon the terms set out in this Agreement and subject to SCUS receiving the necessary funding.

(d) Current Obligated Funding Amount

If SCUS agrees to make a Current Obligated Funding Amount available to the Sub-recipient, SCUS shall make such payment to the Sub-recipient in upon the terms set out in this Agreement.

(e) Gifts-in-kind

SCUS is actively pursuing gift-in-kind contributions which may replace Current Obligated Funding Amounts included in the Project budget. Should SCUS secure such contributions, they will be passed through to the partnering organization and the dollar amounts of said contributions will be

removed from the Current Obligated Funding Amount of the Project. SCUS will send a formal budget revision at that time.

2 Appendices

The following Appendices which are indicated in the boxes provided below shall form part of this Agreement:

X Appendix 1 - Project / Program(s) plan and program documents

	I.a. School Age Program Quality Standards
	I.b. Afterschool Program Component
	I.c. In-School Literacy Program Component
	I.d. Foster Grandparent Program Expectations
	I.e. SummerBoost Camp Program Component
	I.f. KinderBoost Program Component
X	I.g. Early Steps to School Success Program Component
	I.h. Sponsorship Program Expectations
	I.i. Sponsorship Basic Education Program Expectations
X	I.j. Data Use Agreement and Consent to Release Confidential Student Education Records (first year Sub-recipients only)
X	I.k. Technology System Requirements
X	I.l. Partner plan

X Appendix 2 - Project / Program(s) Budget

X Appendix 3 – Save the Children Child Safeguarding Policy (as updated and revised from time to time)

X Appendix 4 – Save the Children Code of Conduct and Business Ethics

X Appendix 5 – Save the Children Zero-Tolerance Fraud Policy (as updated and revised from time to time)

X Appendix 6 – Save the Children Social Media Policy (as updated and revised from time to time)

X Appendix 7 – Save the Children General Expense Direct Deposit Authorization Form

3 Responsibilities of the Parties

(a) Roles and Responsibilities of SCUS

SCUS will:

- (i) Be legally and solely responsible to the Donor for the Project / Program(s) and be the sole Party in direct communication with the Donor;
- (ii) Transfer funds on time and otherwise in accordance with Section 4;
- (iii) Provide guidance and technical assistance for the Sub-recipient to implement the Project/ Program(s) as described in the Project / Program Plan (Appendix 1);
- (iv) Engage in other monitoring activities necessary to effectively oversee this sub-award which may include on-site visits to observe program activities, financial monitoring, periodic implementation meetings and other measures necessary to monitor activities under this sub-award. Sub-recipient programs will be periodically monitored through SCUS site visits to selected sites with a minimum of one week prior notification when possible. SCUS reserves the right to conduct unannounced site visits if it is deemed necessary to ensure program operations and effectiveness.

(b) Roles and Responsibilities of the Sub-recipient

The Sub-recipient will:

- (i) Be responsible for achieving the objectives of the Project / Program(s) as described in Appendix I, including planning, implementation, reporting and monitoring Project / Program(s) activities;
- (ii) Be responsible for the financial management and administration of the Project / Program(s), which shall be undertaken in observance with all applicable federal and state laws including 2CFR200 where applicable to relevant Sub-recipient organization type and in accordance with good management practice;
- (iii) Report in writing to SCUS within 7 days of becoming aware of any of the following:
 - 01. Changes to the overall goal, objectives, or results set out in the Project / Program(s) Plan in Appendix I;
 - 02. Implementation delays of more than 30 days;
 - 03. Changes to the amount of the total Budget for the Project / Program(s);
 - 04. Budget variance of more than percentage/amount listed in section 4(a)(ii);
 - 05. Any other issues that would or could have a significant adverse impact on delivery of the Project / Program(s) or the reputation of SCUS.
- (iv) Notify SCUS in the event of direct communication from the Donor and seek prior approval from SCUS for any resulting communication with the Donor;
- (v) If and when required by SCUS, clearly state in all external communications, including printed material referring to the Project / Program(s), that it is funded by SCUS and/or the Donor. Additionally, any public notices or communications by the Sub-recipient to the public, and in particular to the mass media or any public forum whatsoever (including press, radio, television, cinema, internet, etc.) relating to this Subagreement shall be subject to prior authorization in writing by the SCUS. If SCUS authorizes the Sub-recipient to supply the public with information, the Sub-recipient shall ensure that such information is provided accurately. The Sub-recipient shall not use the names or logos of SCUS without the advance written consent of SCUS. The Sub-recipient shall not refer to its relationship with SCUS or to the Subagreement without SCUS's prior written approval.
- (vi) Facilitate any visits from SCUS or the Donor in connection with this Agreement when required.
- (vii) Be responsible for following the Fraud Policy Clauses noted in Annex C of the Zero-Tolerance Fraud Policy – Appendix 5

(c) Roles and Responsibilities of the Parties

During the implementation of the Project / Program(s) each of the Parties will avoid statements or actions which may, directly or indirectly, jeopardise the good name and reputation of the other Party.

4 Budget, Funds Transfers, and Financial Management

(a) Budget and Funding

- (i) The Sub-recipient shall ensure that the Total Sub-award Amount including any Current Obligated Funding Amount will be used in accordance with the approved Project / Program(s) Budget (Appendix 2).
- (ii) Please note that SCUS allows 10% line item flexibility within the total current obligated funding amount. This flexibility is allowed provided that any spending deviations from budget are only for the furtherance of implementation of program plans and not to supplement or supplant the existing or unforeseen costs of any of Sub-recipient's non-SCUS programs.
- (iii) SCUS hereby obligates funds to the Sub-recipient up to the **Total Obligated Amount**. SCUS is not required to reimburse the Sub-recipient for any costs in excess of the Total Obligated Amount. SCUS expects to obligate additional increments up to the Total Estimated Cost, subject in all cases to the availability of funds.
- (iv) Upon acceptance of this Sub-award, SCUS shall make periodic payments to the Sub-recipient as detailed in the sections below. All payments to the Sub-recipient will be made by direct deposit or check in the name of the Sub-recipient as follows: **Tipton Elementary School District**.

Payments will be issued upon receipt of an acceptable financial report and generally within 30 days of receipt.

01. Sub-recipient will receive reimbursement payments as follows:
Sub-recipient will receive a reimbursement of expenses following the receipt of approved quarterly in-system financial reports.

Sub-recipient receiving quarterly reimbursements should submit quarterly in-system financial reports according to the reporting schedule outlined in Section 8(b) of this Agreement.

02. Sub-recipient will receive advance payments as follows:
Advance payments: SCUS will make four advance payments to the Sub-recipient based on the approximate installment amounts and criteria below. These advances will normally be made on a quarterly basis. Advances are to total no more than the Sub-recipient's quarterly cash requirements and will consider the balance of unspent funds from previous advances as evidenced by the Sub-recipient's quarterly in-system financial reports. An acceptable balance of funds for the Sub-recipient will be a reasonable amount or no more than 20% of total program funds received to date. This will allow smooth program operations while the quarterly in-system finance report and subsequent advance request is reconciled and reviewed. Total advances will not exceed 80% of the total sub-award amount.

Payment Installment	Payment Amount	Requirements
1 st Advance	15% of Total Obligated Amount	<ul style="list-style-type: none"> • Signed agreement • Certificate of liability insurance
2 nd Advance	20% of Total Obligated Amount	<ul style="list-style-type: none"> • 80% of cumulative funds received spent • 1st quarter financial report
3 rd Advance	25% of Total Obligated Amount	<ul style="list-style-type: none"> • 80% of cumulative funds received spent • 2nd quarter financial report
4 th Advance	Up to 20% of Total Obligated Amount; not to exceed 80% of the Total Obligated Budget	<ul style="list-style-type: none"> • 80% of cumulative funds received spent • 3rd quarter financial report
Final Payment	Reimbursement up to 100% of Total Obligated Amount	<ul style="list-style-type: none"> • Project/program completed • All reports/data submitted • 4th quarter financial report • Reimbursement of balance of obligated amount due based on actual, approved, allowable financial reported expenditures within the sub-award term.

If Sub-recipient does not meet requirements for payments to be issued beyond the first advance, Sub-recipient may submit interim financial reports reflecting 80% of cumulative funds received have been spent in order for SCUS to release the next advance installment.

Initial:
Anthony Hernandez

(v) Other Terms of Payment:

01. Accounting for payments: Advances shall be deposited by the Sub-recipient and maintained in a separate bank account unless the Sub-recipient utilizes a segregated fund accounting system that tracks funds by sub-award and is acceptable to SCUS. If the Sub-recipient does not have segregated fund accounting and a separate bank account is specifically excluded by legislative authority, then funding will be provided on a cost reimbursement basis.

02. Unspent Balance: Any unspent balance of funds at the completion date of the agreement must be refunded back to SCUS and should be submitted along with the final in-system financial report.

(vi) The Sub-recipient shall ensure that any amendments to the Budget are in accordance with Section 6 of this Agreement.

(b) Under-spending and Implementation Delays

(i) At the midpoint of the Project, SCUS will work with Sub-recipient to assess spending and determine any budget changes that may be needed in order to ensure no more or less than adequate funding is obligated to support the Project. Any significant underspending that cannot be utilized for the remaining Project deliverables will likely be reduced from the obligated budget through an amendment agreed between SCUS and the Sub-recipient.

(ii) If there are implementation delays of more than 90 days to the Project Plan, SCUS reserves the right to delay the transfer of funds by the delay period, unless otherwise agreed between SCUS and the Sub-recipient.

(c) Return of unused funds

(i) Except with prior agreement of SCUS, funds transferred to the Sub-recipient that have not been spent at the Implementation End Date are to be repaid in US Dollars and submitted to SCUS along with the final financial report.

(ii) Should the Sub-recipient cease operations, the Sub-recipient shall ensure that before such operations cease arrangements are in place for all unspent sub-award funds originating from SCUS to be repaid to SCUS and that such payment shall take place within 30 days of SCUS providing bank details for that purpose.

(d) Financial Management

The Sub-recipient is responsible for all matters relating to the budgeting and utilization of the sub-award funds disbursed by SCUS to the Project(s) and the Sub-recipient will ensure that:

- (i) a qualified person is handling the day-to-day management of funds and book-keeping;
- (ii) all bank and other financial transactions related to this Sub-award are tracked and reported in a transparent manner including to enable all expenditure of Sub-award funds to be isolated, identified and accounted for;
- (iii) accurate records of account of the Sub-award funds are kept in accordance with Sub-recipient accounting policies;
- (iv) any interest earned on Sub-award funds are required to be returned to SCUS and;
- (v) expenses are specified in the Sub-recipient's account books in at least the same level of detail as such expenses appear in the Budget so that the accounts are reported and verifiable against the Budget.

5 Cost Share

This Sub-award is subject to the following cost sharing requirement:

CHECK AS APPROPRIATE

The budget for this Sub-award **INCLUDES** Cost Sharing. As per budget attached, Sub-recipient agrees to contribute **\$7,500** to the Project. It is expected that Sub-recipient make every effort to meet this cost share amount during Project implementation. SCUS recommends that Sub-recipient track and document this contribution for their internal purposes, however is not required to report this to SCUS.



The budget for this sub-award **DOES NOT INCLUDE** Cost Sharing.

IMPORTANT NOTE: SCUS must be notified of any changes to sub-recipient cost share commitment.

6 Amendments

If the proposed amendment extends the duration of the Project(s) or increases the total amount of the Budget, the Sub-recipient will submit, no later than 90 days before the Implementation End Date, a written request to SCUS including the reasons for the extension or increase, together with a revised Project(s) Plan (Appendix 1) and Budget (Appendix 2). Such amendment will be considered approved by both Parties upon SCUS issuing its approval in writing. If an amendment is initiated by SCUS, the amendment will be considered approved when executed by both parties.

(ii) The parties acknowledge that the Budget may be revised from time to time and otherwise by the Parties in the ordinary course of implementation of the Project(s). Changes to the Budget require the prior approval in writing of SCUS.

Budget amendments are typically recommended although not limited to when the following conditions apply:

01. total sub-award budget is projected to be overspent;
02. projected underspend of the total budget that is greater than 5% underspent;
03. line item changes that are greater than 10% of the total budget.

In the event that there is a modification to the total amount of this sub-award, a revised budget must be submitted for SCUS approval.

7 Audit and Record Retention

(a) Audit

This sub-award requires the submission of a copy of Sub-recipient's audit that encompasses SCUS funds at the end of the sub-award. If the Sub-recipient does not have a regular annual audit, then the sub-award is subject to a Project-specific, external audit at the end of the Project. The audit must be conducted by an external audit firm approved by SCUS. If the Sub-recipient must have a Project-specific audit to meet this requirement, audit fees are allowable costs under SCUS sub-awards. The Sub-recipient may request additional funds to cover audit fees which will likely result in a budget revision and sub-award modification. In addition to reviewing submitted audit, SCUS finance staff will complete in-person or remote financial monitoring to review documentation supporting reported expenditures.

(b) Financial Records

The Sub-recipient hereby agrees to record, classify and report all Sub-award financed costs in separate and segregated sub-award-specific financial accounts. The ledger and journal system must meet generally accepted accounting standards and comply with 2 CFR 230 – Cost Principals for Non-Profit Organizations (OMB Circular A-122). The Sub-recipient shall maintain complete records of all costs charged to the sub-award for a period of seven years after the expiration of the award and make such records available to SCUS or its representatives for review at any time. The Sub-recipient shall document that responsible steps were taken to ensure that all purchases charged to the award are at reasonable prices and from reasonable sources.

(c) Inspection

SCUS or any of their authorized representatives must have the right of access to any documents, papers, or other records of the Sub-recipient which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access

to the Sub-recipient's personnel for the purpose of interview and discussion related to such documents.

8 Reporting and Action Plan


(a) Project Progress reporting

- (i) Project Reporting is the sole responsibility of the Sub-recipient. SCUS maintains an internet based Monitoring and Evaluation system to capture program data for Literacy, Healthy Choices, and Early Steps to School Success. This data must be updated by the Sub-recipient at least weekly when the program is active.
- (ii) In addition to updating the Monitoring and Evaluation system, all sites implementing Literacy programming must submit Accelerated Reader Diagnostics to SCUS on the first working day of each month.
- (iii) Should program progress reports be missing from the Monitoring and Evaluation system, SCUS reserves the right to delay advance or reimbursement payments.

(b) Financial reporting

Quarterly in-system financial reports should be uploaded to the Partner Reporting Portal according to the following periods and due dates:

- Quarter 1 – July 1, 2018 to September 30, 2018 – report due **October 15, 2018**
- Quarter 2 – October 1, 2018 to December 31, 2018 – report due **January 11, 2019**
- Quarter 3 – January 1, 2019 to March 31, 2019 – report due **April 15, 2019**
- Quarter 4: Final Report – April 1, 2019 to June 30, 2019 – report due **July 19, 2019**

Initial: 
Anthony Hernandez

The quarterly in-system financial reports will be checked and approved by SCUS program and finance staff before any subsequent payments are issued. This may require a review of the documentation supporting expenditures reflected on the Sub-recipient's quarterly in-system financial report.

(i) If adjustments to the Sub-recipient's accounting of this sub-award occur after the end of the period of sub-award or beyond June 30, 2018 thus reducing the final in-system financial report of expenditures, then SCUS requests that the Sub-recipient provide a revised final in-system financial report by no later than 30 days of the close of the month in which the adjustment occurred along with payment to SCUS for the balance of any unspent sub-award funds.

(ii) SCUS's guidelines on the format of financial reports are as follows:

- 01. Financial reports should be provided from the financial software of the Sub-recipient ("in system reports"). If the Sub-recipient has multiple agreements with SCUS, a separate report is needed for each agreement where each report covers only up to one site of program implementation for the Sub-recipient.
- 02. Expenditures should be reported to SCUS using the Sub-recipient's accounting method on a consistent basis. Any necessary accounting adjustments must be made in the current reporting period only. Once a period is reported upon to SCUS and closed, no adjustments may be made to prior reporting periods.
- 03. The format of the financial report must include the following items:
 - a. Budget column with program costs, line item account codes, and subtotals of program expenses (for example a sub total for In-school and a sub total for Afterschool). The financial report budget should reflect the same line items and

amounts as indicated in the attached budget. The in-system report should clearly identify the line item categories within program costs that are reflected in the budget.

- b. Actual period expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line item listed in the attached budget.
- c. Cumulative (YTD) expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line items included in the attached budget.
- d. Balance remaining by program cost, account code and subtotal as per line items listed in the attached budget.
- e. Reconciliation of program funds summary: Project funds received Less: Actual cumulative expenditures Equals: Project funds remaining

04. Signed and dated: All financial reports must be signed and dated by the following individuals depending on the fiscal agent managing this sub-award for your school:

Board of Education: Finance Officer and the school Superintendent

Community Based Organizations: Lead Finance Staff (or CPA if applicable) and Board President.

Other Organization: Lead Finance Staff (or CPA if applicable) and Authorized Institutional Representative

05. Reports are to be submitted via SCUS online partner reporting system. SCUS Finance Contact is as follows:

Cora Roos
Portfolio Manager
croos@savechildren.org

(c) Other reporting

Interim financial and/or program progress reports may be requested by SCUS to meet the reporting requirements of funding source(s) supporting this Sub-award. SCUS will make every effort to provide sufficient notice to the Sub-recipient in the event that interim reporting is required.

9 General Procedures

(a) Timesheets

All salaries charged to this award are made against timesheets showing the actual time spent working on Project activities. Acceptable timekeeping practices should at minimum identify time worked on SCUS funded activities separate from other sources, time spent on specific program components in alignment with the approved budget and be approved by Sub-recipient employee's supervisor. Personnel costs reflected in financial reports that are found to be unsupported by supervisor approved timesheets by the Sub-recipient could result in disallowed costs by SCUS.

(b) Student Data

SCUS and the Sub-recipient intend that SCUS will review Student Data (as defined in this section) to evaluate the needs of Sub-recipient's students, and to determine which of those students will benefit from their participation in the Project, with the objective of improving educational outcomes of the Sub-recipient's students. But for SCUS's services as described in this Agreement, Sub-recipient would be required to utilize its own personnel for the services being provided by SCUS, such that SCUS shall be deemed a "school official" within the meaning of 34 C.F.R. § 99.31(a)(i)(B). Thus, the Sub-recipient must provide access to student data for all in the Sub-recipient's schools covered by this Agreement, including program enrollment information such as student name, student date of birth, address, home and emergency contact numbers, parent names, parent date(s) of birth, additional specific demographic information (such as race, gender, ethnicity, benefits information, etc. depending on the program(s) being implemented) as well as program participation details such as program attendance and activity data ("Student Data"). If required notwithstanding

SCUS's status as a 'school official', the Sub-recipient is responsible for acquiring lawfully valid permissions regarding confidentiality of student data from student parents or legal guardians as necessary, which it will make available to SCUS upon request. First year sites implementing SCUS Literacy programs utilizing Renaissance Learning's ("RL") Renaissance Place ("RP") Accelerated Reader and STAR Reading assessments for monitoring and evaluation that are also the first in their School District to work with SCUS, must have their District Superintendent (or their authorized representative) sign attachment I(g) "Data Use Agreement and Consent to Release Confidential Student Education Records" ("RL Data Use Agreement"). The RL Data Use Agreement authorized Renaissance Learning to transmit the RP student assessment records to SCUS for partner sites implementing SCUS Literacy programs. The terms of this Agreement are subject to and supplemented by the terms and conditions of the applicable RL Data Use Agreement signed by the Sub-recipient's District Superintendent. SCUS will only use or share Student Data that identifies a person, either directly or indirectly ("Identifiable Student Data") in order to fulfill its obligations and responsibilities under this Agreement or to evaluate the effectiveness of its programs, and will not otherwise share, distribute, or disseminate Identifiable Student Data to any third party, except as it deems necessary to comply with any applicable law, regulation, or government request required by law. If SCUS becomes legally compelled to disclose Identifiable Student Data, SCUS will provide the relevant school with notice, if legally permissible, and will use its best efforts to assist the school and parents to obtain a protective order or other appropriate remedy. SCUS may use de-identified Student Data to improve its services and further its mission to help children. Notwithstanding the foregoing, SCUS may share Student Data with federal or state educational authorities to the extent authorized under applicable law or regulations, provided SCUS will notify the Sub-recipient of any request for sharing of data relating to their students.

(c) Limitation of Liability

(i) The liability of SCUS is limited as it pertains to the following:

(a) Any third party claims, losses and expenses that may arise from Sub-recipients negligence, recklessness or intentional act or omission that is related to or in connection with this Agreement;

(b) Compensation for the death, disability, or other hazards which may be suffered by the employees, vendors, agents or other representatives of arising from performance in connection with this Agreement; and/or

(c) Any expenditure incurred by Sub-recipient in excess of its contribution as specified in this Agreement.

(ii) SCUS has no obligation to provide other or additional support to the Sub-recipient for implementation of the current program or for any other purposes. This provision shall survive the termination of this Agreement.

(d) Applicable Laws and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Except as provided in this Paragraph, the parties shall settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, by binding arbitration in Connecticut. Either party to this Agreement may initiate arbitration by serving notice on the other parties of an intent to arbitrate. The notice shall specify with particularity the claims or issues that are to be arbitrated. Within ten (10) days of sending the notice to all parties, the party initiating the process shall obtain a list of available arbitrators from the local office of the American Arbitration Associations ("AAA") and shall provide the list to the other parties. The parties shall select a mutually acceptable arbitrator within ten (10) days of receiving the list, and in the event the parties are unable to agree on an arbitrator within ten (10) days, any party may petition the Presiding Judge of the Superior Court to select a single arbitrator from the AAA list. The parties shall have the discovery rights available under Connecticut's civil procedural rules, except that all discovery must be concluded within 60 days of the selection of an arbitrator and the arbitration hearing must be concluded within 30 days of the close of discovery. The hearing will be conducted in accordance

with Connecticut rules of evidence. The arbitrator's final decision shall be rendered within thirty (30) days of the final hearing day. Judgment upon the arbitrator's final award may be entered in any court having jurisdiction thereof. The parties shall bear in equal shares the arbitrator's fees and costs. The prevailing party in the arbitration shall be awarded its reasonable attorney's fees and all costs, other than the arbitrator's fees and costs. The foregoing notwithstanding, any dispute arising from or in connection with the use of trademarks and/or other intellectual property may be brought before a Connecticut court of competent jurisdiction, and the party seeking such action shall be entitled to seek injunctive or other equitable relief. For the purposes of seeking equitable relief hereunder, the parties agree that the trademarks and other intellectual property have significant intrinsic and monetary value and injury by infringement or improper use would be irreparable, without the need to show inadequate monetary or other remedy at law.

(i) In performing its obligations and exercising its rights under the Subagreement, Subrecipient shall fully comply with all applicable law (including without limitation all statutes, decrees, ordinances, administrative orders, rules, regulations, and other mandatory directives, policies, and instructions with binding legal effect), in the United States.

(ii) Compliance costs are eligible for reimbursement under the Subagreement if they are (1) included in the Budget, and (2) comply with the Funder Applicable Cost Principles or requirements as well as any other pertinent Subagreement provision(s). However, the Subrecipient is solely responsible, without reimbursement under the Subagreement, for all costs, risks, damages, and other liability incurred by it as a result of its failure to comply with the applicable law.

(e) No Joint Venture; Independent Contractor; Sub-recipient Personnel

(i) Nothing in this Agreement shall be deemed to create a joint venture, agency or partnership between the Parties and the employees of one shall not be deemed to be employees of the other.

(ii) The Parties are independent contractors with respect to each other and neither Party shall have the power to obligate or bind the other, except as specifically provided in this Agreement.

(iii) Sub-recipient personnel shall at all times be under the Sub-recipient's sole supervision, direction and control, and shall not be deemed as SCUS personnel for any purpose. Any job descriptions, employment contracts, letters or job offers should identify positions as that of the Sub-recipient and not SCUS. The Sub-recipient is solely responsible for payment of all wages, salaries, and other amounts due or to become due to such personnel in connection with the Subagreement and for all reports and obligations to social security, income tax withholding, unemployment compensation, worker's compensation, and the like. The Sub-recipient shall indemnify and hold SCUS harmless against any claim or liability (including, without limitation, fines, penalties and reasonable attorney's and expert consultant fees and costs) resulting from the Sub-recipient's failure to comply with the provisions of this Article.

(f) Confidentiality

"Confidential Information" means written, graphic or pictorial non-public information (in any medium) and designated by the disclosing Party as being confidential or any other information, whether written, oral or observed, which under the given circumstances would reasonably be understood by the receiving Party to be confidential. Both Parties acknowledge that any information obtained in performing this Agreement regarding the operation of a Party or its products, services, policies, systems, programs, procedures, donor relations, beneficiary information or any other aspect of its business, is Confidential Information. Both Parties will hold such Confidential Information secret and will not

(i) Use such Confidential Information for any purpose other than performance of this Agreement or

(ii) Disclose such Confidential Information, directly or indirectly, to any other person, without in each instance the prior written consent of the other Party.

(g) Prohibition Against Terrorist Financing

The Sub-recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of the Sub-recipient to ensure compliance with these Executive Orders and laws.

The Sub-recipient, the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts. The Sub-recipient must notify SCUS immediately, in the event that it becomes aware that a Partner individual or entity is in violation of this condition.

The following steps may enable the Sub-recipient to comply with its obligations:

(i) Before providing any material support or resources to an individual or entity, the Sub-recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/fuzzy_logic.aspx, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided to the Sub-recipient.

(ii) Before providing any material support or resources to an individual or entity, the Sub-recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [Individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list.

(iii) Before providing any material support or resources to an individual or entity, the Sub-recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

(iv) The Sub-recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(v) The Sub-recipient may be asked on a semi-annual basis to update the compliance information originally provided during the pre-award phase of the partnership. Information needed for the compliance check is subject to change and SCUS will notify all Sub-recipients as early as possible regarding any such changes.

(h) Child Safeguarding Policy

The Sub-recipient has read and will comply with SCUS's Child Safeguarding Policy (Appendix 3)

If you see or hear something you believe is violation of SCUS's Child Safeguarding Policy share your concern by reporting it to your Program Specialist (cover sheet section 5). If you do not feel comfortable speaking with Program Specialist, you may report anonymously:

Phone toll-free within the US: 1-844-287-1892

Fax: 1-475-999-3293

Web: Savethechildren.ethicspoint.com

Or by mail addressed to: Director, Child Safeguarding, 899 N. Capitol Street, NE, Suite 900, Washington, DC 20002


Initial: 
Stacey Bettencourt, Superintendent

(i) Zero-tolerance Fraud Policy

The Sub-recipient represents that its responsible officer(s) have received and reviewed SCUS' Code of Ethics and Business Conduct (Appendix 4) and SCUS Zero-Tolerance for Fraud, Bribery and Corruption Policy (Appendix 5), and that Sub-recipient will comply with these policies in all activities undertaken pursuant to this agreement, including, without limitation:

- (a) Sub-recipient represents and warrants that it has complied and will comply with all applicable anti corruption laws.
- (b) Sub-recipient shall promptly report to SCUS any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS:
 - a. Reports may be submitted to the Sub-recipient's key contact(s) at SCUS; or
 - b. Reports may be made directly to SCUS's Legal Department via hotline@savechildren.org or file an anonymous report:
 - i. online at <http://SavetheChildren.EthicsPoint.com> or
 - ii. via phone +1 (844) 287-1892 in the United States. If you are outside of the United States and would like to report by phone, go to <http://SavetheChildren.EthicsPoint.com> for a full listing of contact numbers by country.
 - c. Sub-recipient shall preserve all documents pertaining to any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS and shall cooperate fully in any investigation or audit commenced by SCUS or its donors, including making documents, facilities, and personnel available to SCUS or its donors
- (c) Sub-recipient shall promptly and fully reimburse SCUS for any losses or penalties arising from any incident of fraud, bribery, or corruption involving their employees or agents and shall hold SCUS harmless from and against any claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Sub-recipient's noncompliance with the terms of the anti-corruption clauses of this Agreement.
- (d) SCUS shall have the right to terminate this Agreement with immediate effect, and shall have no further obligation to Sub-recipient if SCUS reasonably believes that Sub-recipient is in noncompliance with the anti-corruption clauses of this Agreement.

.All Sub-recipient staff should be informed of this policy.

Initial: 
Stacey Bettencourt, Superintendent

(j) Social Media Policy

The Sub-recipient agrees to abide by the SCUS Social Media Policy (Appendix 5), and all Sub-recipient staff should be informed of this policy.

If you see or hear something you believe is violation of SCUS's Social Media Policy share your concern by reporting it to your Program Specialist or contact the Ethics Hotline:

Phone toll-free within the US: 1-844-287-1892

Fax: 1-475-999-3293

Web: Savethechildren.ethicspoint.com

Initial: 
Stacey Bettencourt, Superintendent

(k) Intellectual Property Ownership and Use

(i) Definitions:

- (01) "**Pre-existing Materials**" shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes, other materials and intellectual properties, proprietary information, know-how and/or trade secrets fixed in writing or other tangible media developed by Sub-recipient separate and apart from this Sub-award.
- (01) "**Third Party Materials**" shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media developed separate and apart from this Agreement and owned by or exclusively licensed to a third party.
- (02) "**Work Product**" shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media first developed under this Agreement.

(ii) Incorporating Third Party Materials: Sub-recipient shall not incorporate any Third Party Materials that include a copyright or exclusive licensing notice in favor of a third party into any Work Product, unless Sub-recipient identifies such Third Party Materials and any limitations and Sub-recipient acquires a world-wide, royalty-free license to copy, use, publish and reproduce such Third Party Materials to the extent necessary for Sub-recipient and SCUS to exercise their rights in the Work Product.

(iii) Ownership of Work Product: Sub-recipient shall be the sole and exclusive owner of the Work Product, including all rights and interests that may qualify for protection under the laws of copyright. The Work Product will acknowledge SCUS as contributing to the development of the Work Product.

(iv) License of Work Product and Pre-existing Materials Incorporated in Work Product: (a) Sub-recipient hereby grants a royalty free, irrevocable, non-exclusive, world-wide license to SCUS, and to receive, copy, use but not alter to the extent that a derivative work is created, publish and reproduce the Work Product. (b) To the extent Sub-recipient incorporates any Pre-existing Materials into the Work Product, Sub-recipient further grants SCUS, as applicable, a royalty free, irrevocable, non-exclusive license to receive, copy, use but not alter to the extent that a derivative work is created, publish and reproduce the Pre-existing Materials as incorporated in the Work Product. Sub-recipient shall be acknowledged as the owner of the Pre-existing Materials as appropriate.

(v) Specific Indemnity by Sub-recipient: Sub-recipient will comply with all applicable laws and regulations concerning copyright and trademark in the development of Work Product under this Agreement. Sub-recipient hereby indemnifies and holds SCUS harmless for any losses, claims, damages, liabilities and related expenses, including counsel fees, incurred by or asserted against SCUS arising by virtue of Sub-recipient's reckless or intentional infringement of any applicable law or regulation concerning copyright and trademark.

(vi) Photo: A photograph of a person involves three rights: the ownership of the photograph (generally held by the photographer), the right to reproduce that photograph (often held through agreement by the employer or contractor of the photographer), and the privacy interest of the persons in the photographs (always held by those persons unless expressly released in writing, or waived by virtue of being engaged in a public activity or being a public/famous person). Use of photographs for which consent has not been obtained fails to respect the rights of the individuals being served and exposes SCUS and Sub-recipient to liability for breach of privacy rights. Each Party will obtain appropriate documentation of consent and release from the photographer, and/or

the non-public persons in non-public settings, or of a parent or guardian if persons are minors before publishing photos in reports or materials generated under this Agreement.

(l) Order of Precedence:

In the event of a conflict or inconsistency between provisions of this Sub-agreement, the conflict or inconsistency will be resolved by giving precedence in the following order:

- (i) Funder Terms and Conditions
- (ii) SCUS Terms and Conditions
- (iii) Project Budget
- (iv) Project Plan

(m) Prior Approvals

(i) Any changes to the terms and conditions of the sub-agreement must be in writing and agreed upon by both parties (Sub-recipient and SCUS authorized representatives).

(ii) The Sub-recipient shall not enter into any sub-award agreement without the prior written authorization and approval of SCUS.

(n) Insurance

Insurance

A) The Sub-recipient is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health insurance, all risk property insurance and a comprehensive general liability insurance with financially sound and reputable insurance companies, and other insurance as required under the applicable laws and naming SCUS as an additional insured. A copy of this Certificate is to be sent to SCUS as described in the cover letter of this sub-award.

B) The Sub-recipient warrants that it shall obtain and maintain adequate insurances against all risks in respect of any property and any equipment used for the execution of this Subagreement.

C) The Sub-recipient shall be solely liable for the loss or theft of, or damage to, any and all items purchased with Subagreement funds (including items in the possession of its lower-tier Sub-recipients), and, as soon as reasonably practicable after any such loss, theft or damage, shall replace such items at its own expense in compliance with the procurement requirements set forth below in Article 7 (Procurement). In addition, the Sub-recipient shall be solely liable for the loss or theft of any Subagreement funds held in cash by the Subagreement or any of its agents or lower-tier Subrecipients and shall have no recourse to SCUS or the Funder for any such loss or theft.

(o) Conflict of Interest

SCUS requires that all conflicts of interest involving employees (or the families of employees) must be disclosed in writing to the Program Specialist cover sheet section 5). All Sub-recipients should have and maintain a copy of their own Conflict of Interest policy and it should be available upon request from SCUS.

Some examples of conflicts of interest:

01. When an employee or family member has a connection to, or significant financial interest in, another party which does or seeks to do business with SCUS.
02. When an employee engages in an independent business venture or works for another organization in a way that prevents the employee from devoting the time and effort to SCUS required by his or her position.
03. When an employee diverts a business opportunity of SCUS to another person or organization.
04. When an employee participates in an employment-related decision regarding a family member or other person with whom the employee has a close personal relationship.

Conflicts of interest:

01. Must be reported promptly and in writing to the Program Specialist; and
02. You must not take part in decisions related to the transaction. (If you are in doubt about a potential conflict, speak with your Program Specialist.)

Initial: 
Stacey Bettencourt, Superintendent

(p) Procurement

The procurement requirements of this sub-award require that Sub-recipients follow their organizations policies and procedures for vendor selection and purchasing based on the Sub-recipient defined requirements. SCUS in no way imposes procurement requirements on Sub-recipients that are not in support of the Sub-recipient policies and procedures.

(i) In the event that the Sub-recipient does not have an established Procurement Policy, SCUS requires that procurement of goods and services of single transactions costing more than \$3,500 be supported by documentation of at least three written bids from potential vendors and a written statement by the Sub-recipient listing the reasons for selecting the chosen supplier of such goods or services. Exceptions to this requirement are if the chosen supplier is approved by SCUS.

(ii) **IMPORTANT NOTE:** Procurement of program materials and computers per the budget attached are encouraged to be purchased within the first 3 months and no later than the first 6 months of programming as these items are to be available to the program participants (students) for this sub-award period. Failure to complete the procurement of these goods in a timely manner will likely result in the deduction of those funds from this Sub-award by SCUS which will include a budget revision and sub-award modification.

(iii) **IMPORTANT NOTE:** Because of the crucial nature of these staff positions, Literacy, Healthy Choices, and Early Steps to School Success Coordinators as applicable and as listed in the Program Plan (Appendix 1) and budget (Appendix 2) must be formally employed by the Sub-recipient as close as feasibly possible to the sub-award start date. Any cost savings due to the time lag in hiring these staff positions will likely result in the deduction of funds from this Sub-award by SCUS in the amount of budgeted funds per day not worked which will include a budget revision and sub-award modification.

(iv) **IMPORTANT NOTE:** This sub-award should not be used to fund the purchase of capital assets with a value of \$5,000 or greater.

(v) **IMPORTANT NOTE:** Because of the high level of accountability, any procurement and resulting expenditure towards this sub-award that is deemed to be inappropriate according to the Project Plan, budget, and/or generally accepted accounting principles will result in the deduction of those funds from this Sub-award by SCUS which will require reclassification of such expenditures from the SCUS sub-award and documentation in support of the accounting adjustment.

(q) Representations and Warranties

The Sub-recipient represents and warrants that: (i) it is authorized and has the right and ability to undertake the obligations as set forth in this Subagreement; (ii) it is properly registered in all jurisdictions as may be required to perform its obligations under this Subagreement; (iii) it fully complies with Executive Order 13224 - BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM.

(q) Indemnification

Sub-recipient shall hold harmless and indemnify SCUS and its directors, officers, agents and employees from and against all causes of action, losses, claims, liabilities, damages (including but not

limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the negligent acts, errors or omissions or willful misconduct of Sub-recipient, its directors, officers, agents or employees. Additionally, the Sub-recipient shall indemnify and hold harmless SCUS for and from all costs, risks, delays, losses, damages and other liability incurred by SCUS due to the Sub-recipient's noncompliance with such laws or failure to secure such licenses, permits, and other approvals. This paragraph shall survive the expiration or termination of this Agreement for a period equal to the running of any applicable statute of limitations, including all tolling periods.

10 Title, Use, and Disposition of Property

Title shall vest with the Sub-recipient for purchases made under this award.

11 Remedies for Non-Compliance

If the Sub-recipient fails to comply with applicable statutes, regulations or the terms and conditions of this award, SCUS may impose additional conditions, as described below in Section 12 "Specific Conditions." If SCUS determines that noncompliance cannot be remedied by imposing additional conditions, SCUS may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate this award.
- (d) Take other remedies that may be legally available.

12 Specific Conditions

(a) SCUS entity may impose additional specific award conditions as needed, in accordance with paragraphs (b) and (c) of this section, under the following circumstances:

- (1) When a Sub-recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
- (2) When a Sub-recipient fails to meet expected performance goals contained in the award;
- or
- (3) When a Sub-recipient is not otherwise responsible.

(b) These additional award conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments;
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (3) Requiring additional, more detailed financial reports;
- (4) Requiring additional Project monitoring;
- (5) Requiring the Sub-recipient to obtain technical or management assistance; or
- (6) Establishing additional prior approvals.

(c) SCUS will notify the Sub-recipient as to:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable, and
- (5) The method for requesting reconsideration of the additional requirements imposed.

(d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

13 Termination

(a) Termination by SCUS

SCUS may unilaterally terminate this Agreement at any time, in whole or in part, for any of the following reasons:

- (i) Sub-recipient material noncompliance; or
- (ii) the Sub-recipient's financial insolvency, bankruptcy, assignment in favor of creditors; or similar or comparable status; or
- (iii) Donor termination or non-funding of all or part of SCUS Award with the Donor.

(b) Mutual Termination

The Parties may mutually agree to terminate the Agreement at any time, in whole or in part, upon such terms and conditions as may be agreed between them.

(c) Terms of Termination

(i) Termination shall be effected by written notice to the terminated Party. The notice shall identify the basis for termination, the reason(s) therefore, the effective date of the action, a statement identifying which part (or all) of the remainder of the Agreement Term or the program activities is terminated, and procedures and standards, as appropriate, for phasedown costs and submission of final invoices.

(ii) The termination shall be effective on the date stated in the notice.

(iii) Unless otherwise stated in the termination notice, or as otherwise approved on a case by case basis, SCUS shall not be obligated to reimburse the Sub-recipient for any expenses incurred after the termination effective date. The Sub-recipient shall, with due regard to economy, effect an expeditious but orderly phasedown of program activities and implementation efforts. Reasonable phasedown costs will be reimbursed. Notwithstanding termination, SCUS's obligation to reimburse termination costs under this Article shall in all respects be subject to funding from the Funder and, if required, Funder approval.

(d) Force Majeure

Any delay or failure of required obligations by the Sub-recipient, shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of the Sub-recipient.

If the Sub-recipient asserts Force Majeure as an excuse for failure to perform their obligations, then the Sub-recipient must:

- (i) Notify SCUS of the likelihood or actual occurrence of an event described in this clause;
- (ii) Prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- (iii) Fulfill all non-excused obligations.

Upon review of the Sub-recipient's notice, SCUS shall determine whether the term of the Agreement shall be extended for a reasonable time period to complete activities interrupted by the delays or whether the Subagreement shall be terminated without further liability to either party.

(e) Duties Upon of Termination

Upon Sub-recipient's written request, SCUS will return or destroy all Identifiable Student Data within its possession or control, unless it is required to be retained pursuant to applicable law, or it is impracticable to delete because it is held electronically in archive or back-up systems in accordance with general systems archiving or backup policies and remains subject to the confidentiality obligations in this Agreement.

14 Assignment

The Sub-recipient shall not assign, transfer, subcontract, subaward, or attempt to do any of the foregoing, except for the following types of general support services: communication, translation, photocopying of documents or similar services, without the prior written consent of SCUS (absent which such action or attempted action shall have no effect as against SCUS). SCUS may subcontract its duties under this Agreement, provided that any subcontract shall require the subcontractor to (a) comply with all applicable federal and state laws governing the privacy of any Student Data received by the subcontractor; (b) refrain from disclosing Student Data to any person other than the Sub-recipient or SCUS without the prior consent of the parent of the student whose Student Data is to be disclosed; and (c) use any Student Data it receives only for the purposes for which the disclosure of Student Data was made, i.e., performing the duties of SCUS under this Agreement.

15 Severability

If any provision of this Subagreement is deemed by any court of competent jurisdiction to be void, voidable, invalid or unenforceable for any reason, the remainder of the provisions shall not be affected and shall remain valid and enforceable.

16 Non-Waiver

Failure by SCUS to insist upon strict compliance with any provision of this Subagreement shall not be deemed to be a waiver or relinquishment of, or otherwise to affect or modify, any of SCUS's rights or Sub-recipient's duties hereunder, nor shall any waiver or relinquishment of any such right or duty in one case be construed as a waiver or relinquishment in another case.

Attachment 2-Scope of Work and Additional Partnership Requirements
Save the Children Subgrant Agreement

**Save the Children Program Component
Early Childhood Development**

Early Steps to School Success (ESSS) Expectations:

Partner and Save the Children Responsibilities:

- To achieve the following goals of ESSS:
 - 1) Children will enter school with the skills necessary for school success.
 - 2) Parents will have the skills and knowledge to support their children's education.
 - 3) Home/school connections will be strong.
 - 4) Early childhood knowledge and skills in the community will be increased.

- To meet the ESSS program objectives:
 - 1) Parents and children together will participate in Early Steps from pregnancy or early enrollment, until the child enters kindergarten.
 - 2) Parents will develop knowledge and skills in promoting their child's early development with a special emphasis on social/emotional development and early literacy and language development.
 - 3) Parents will read to their children on a daily basis.
 - 4) Parents will participate in school-based activities.
 - 5) School activities and Early Steps activities will be linked.
 - 6) Early Steps staff will have early childhood knowledge and demonstrate competencies that are consistent with current evidence-based practices.
 - 7) The program provides home visiting services to families year round.

- To adhere to the principles of the program:
 - 1) Partners will enroll pregnant families and the youngest children (preferably under one year) and the neediest families as defined by the partner.
 - 2) Program experiences and activities are individualized according to the needs and interests of the child and family.
 - 3) Parents are supported and encouraged to participate in planning for their children's transitions.
 - 4) Cultural values of families are respected and honored.
 - 5) Service delivery options (home visiting and parent/child groups) are based on the needs of the family and staff safety.
 - 6) The program will collaborate with existing community efforts.
 - 7) The program will support the multiple dimensions of child development: cognitive, physical, social and emotional development.
 - 8) Parents will be supported in their role as the child's first and primary teachers.
 - 9) Children will be in safe environments.
 - 10) Program experiences and activities will be consistent with evidence-based practices.

Partner Site Responsibilities:

- Hire a qualified Early Childhood Coordinator whose language reflects that of the population being served. Ex. An Early Childhood Coordinator who provides services to families who are monolingual Spanish, must be bilingual. Partners are encouraged to include the ESSS Program Specialist with hiring process.

Attachment 2-Scope of Work and Additional Partnership Requirements
Save the Children Subgrant Agreement

- Hire a Community Ambassador(s) responsible for:
 - Building community relationships, organizing Community Early Learning Collaborative meetings, trainings, and other Vroom related activities, including data collection, and/or
 - Building community awareness, organizing and holding weekly parent/child activities for families throughout the community with children 3-5, organizing parent trainings, data collection, etc.

- Provide regular, ongoing supervision and support to the Early Childhood Coordinator that includes:
 - Regular meetings between the ECC and Site Supervisor
 - Observation of at least 2 home visits per year conducted by the ECC.
 - Observation of at least 1 Parent/Child Group per year conducted by the ECC.
 - Regular meetings between Save the Children ESSS Program Specialist and Site Supervisor.
 - An annual review of the ECC's performance completed by their supervisor.
 - Review of mileage reimbursement requests, and sign-in/sign-out logs to ensure consistency with home visit documentation (Family Planning Forms) signed by parents.

- Utilize the Early Childhood Coordinator for ESSS functions only. Early Childhood Coordinator responsibilities do not include acting as a substitute teacher at any given time during the school day, assisting with bus or lunch duties, running sports or other extra-curricular activities, using preparation/planning time for other non-early childhood activities (e.g., monitoring assemblies, assisting with non-early childhood related classroom activities).

- Provide an environment that allows for flexibility in scheduling to accommodate the needs of families with young children receiving services in a home-based environment.
 - This may include making evening and weekend visits and providing services on days that schools are closed.

- Provide an orientation to the Early Childhood Coordinator and Ambassadors upon hire that includes information on:
 - Benefits including leave and health insurance
 - Time sheet completion
 - Mileage reimbursement submission
 - Policies on reporting Child Abuse and Neglect
 - Policies related to Confidentiality

- Ensure that the Early Childhood Coordinator:
 - Plans monthly site visits with the Early Childhood Specialist that include 1-2 home visits, a file review, recent training follow-up and a meeting with the Site Supervisor.
 - Inputs data weekly with all data entered by the 5th of the month following when data was collected.

- Enroll and maintain enrollment of 20 children in the Home Visiting component of each ESSS program. This includes pregnant women and children ages birth to 3.

- Enroll 30 3-5 year olds are enrolled in the 3-5 Book Bag Exchange component of each ESSS program. This includes enrolling children who transition from the Home Visiting component.

- Provide each family in the home visiting component with a minimum of 2 home visits per month that last approximately an hour and includes the Book Bag Exchange with documentation of the number of times the child is read to or engaged in a literacy-based activity.

Attachment 2-Scope of Work and Additional Partnership Requirements
Save the Children Subgrant Agreement

- Make up missed home visits so that each family participating in the Home Visiting component receives an average of 2* visits per month in any given period.
- Hold a minimum of 1 Parent/Child Group per month for all children and families enrolled in ESSS or on the waiting list. (These can also be open to other children and families in the community.)
- Identify a qualified PPVT Examiner (or PLS Examiner) to test eligible 3 and 5 year olds.
- Complete PPVT or PLS testing on all eligible 3 and 5 year olds.
- Conduct a quality check (Parent Satisfaction Survey) with all families semi-annually.
- Participate in a Program Quality Assessment (PQA) at the site at least every two years.

Save the Children Responsibilities:

- Provide training and technical assistance including:
 - o Orientation training within the first 90 days of programming for all Early Childhood Coordinators, partnership site coordinators, Early Childhood Program Specialists, or other relevant curriculum partners.
 - o 3-4 Group Trainings (Clusters) per year for all Early Childhood Coordinators and Ambassadors.
 - o Regular training, technical assistance and coaching via monthly site visits and phone calls.
 - o Distance learning and support via facilitated national discussions, monthly audio and web-based conference training.

Additional information about the ESSS program can be found on the Partner Portal at:
<https://uspartners.savethechildren.org/EarlyChildhood/Shared%20Documents/Forms/AllItems.aspx>

- Additionally, Save the Children considers the following characteristics essential for successful ESSS partnerships:
 - o Identified need in the community for early childhood development services for children ages birth to five.
 - o Agency/school interest and vested support in serving families with children ages birth to five.
 - o Agency/school already providing some services for children ages pre-birth to 3rd grade.
 - o The partner is a school based program or community based agency with strong connections to the school.
 - o Partner has facility capacity, including space for parent/child group meetings.
 - o Partner has the organizational capacity to add on and develop a new program (i.e. ability to manage program and supervise staff).
 - o There is support from the school/agency leadership for the program.
 - o Partner would not be duplicating services provided by other organizations.

**DATA USE AGREEMENT AND
CONSENT TO RELEASE CONFIDENTIAL STUDENT EDUCATION RECORDS**

THIS DATA USE AGREEMENT AND CONSENT TO RELEASE CONFIDENTIAL STUDENT DATA AGREEMENT ("Agreement") is entered into as of the date last signed below by and between the Board of Education of the "District" (as named in the signature block below), Save the Children Federation, Inc., ("Data Recipient"), and Renaissance Learning, Inc. ("Renaissance"). Collectively referred to as the "Parties", and each, a "Party".

WHEREAS, the District has selected Renaissance to provide services ("Services") that require Renaissance to receive and collect: student, classroom, and school-level data ("Stored Data").

WHEREAS, the District has requested that Renaissance share the Stored Data with Data Recipient; and

WHEREAS, Renaissance agrees to assist District in providing the Stored Data to Data Recipient.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to explicitly state the District's consent for Renaissance to release the Stored Data to Data Recipient.

2. **TERM.** This Agreement shall become effective on the date first written above and, subject to any earlier termination as provided herein, shall remain in effect until 10 days after District gives written notice to Renaissance. The obligation of indemnification set forth in Paragraph 6 shall survive the termination of this Agreement.

3. **CONTRACTOR RELATIONSHIPS.** It is agreed that the legal relationship between Renaissance, Data Recipient and the District is of a contractual nature. District and Data Recipient agree that Renaissance is at all times acting as a contractor and is, in performing its duties under this Agreement, acting for the District. The District acknowledges that it is contracting with Renaissance and requesting Renaissance to share the Stored Data with Data Recipient because the District needs the assistance of Renaissance to share the Stored Data. The District also acknowledges that both Renaissance and Data Recipient have a legitimate educational interest in the Stored Data.

4. **CONFIDENTIAL INFORMATION.**

a) Consent to Release Student Education Records. The District authorizes Renaissance to release the Stored Data which includes student "education records" as defined in the Family Educational Rights and Privacy Act (FERPA) and any confidential information or records as defined by applicable state law, whether as aggregate data or personally identifiable information, to Data Recipient.

b) Redisclosure of Student Education Records. Data Recipient agrees that it will not redisclose the Stored Data without the prior consent of the parent or eligible student to whom the education record and/or student record refers.

c) District Record of Disclosure. The District will maintain a record of disclosure, as required by 34 C.F.R. § 99.32(b), containing the name of Data Recipient and the legitimate interests which Data Recipient has to the Stored Data.

d) Student Education Records. Consistent with this Agreement, Data Recipient will comply with the relevant requirements of FERPA, the Individuals with Disabilities Education Act (IDEA), and any applicable state student records law, regarding the confidentiality of student "education records" as defined in FERPA and other confidential student information. Data Recipient will limit internal access to the Stored Data to only those employees who reasonably need access to the Stored Data in order to perform Data Recipient's responsibilities to the District.

5. **NOTIFICATION TO PARENTS AND STUDENTS.** The District agrees that, if required by law, it will disclose Renaissance and Data Recipient as contractors retained to provide various institutional services and functions on the annual FERPA notice sent to parents and students in the District pursuant to 34 C.F.R. § 99.7.

6. **INDEMNIFICATION.**

a) General Indemnification. To the fullest extent permitted by law, the District and Data Recipient each agrees to indemnify, defend and hold harmless Renaissance, its board, its officers and, employees from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, defense costs arising or resulting from, or occasioned by or in connection with any release of the Stored Data by, respectively, the District or Data Recipient or their subcontractors; including but not limited to: breach of its duty to comply with any laws or regulations applicable to this Agreement, including but not limited to FERPA, IDEA, or any state Student Records Law or the breach of any provision in this Agreement by the District or Data Recipient. The obligation of indemnification set forth in this Paragraph shall survive the termination of this Agreement. It is expressly

understood and agreed that this indemnification agreement is not joint and that neither the District nor Data Recipient is responsible for any breach by the other party.

b) Investigation or Order from the Family Policy Compliance Office. District and Data Recipient agree they will notify Renaissance if either of them is contacted by the Family Policy Compliance Office, or any successor government office or agency charged with enforcing FERPA, or any state agency charged with enforcing state student records laws regarding any services or disclosure of records contemplated by this Agreement. Such notice shall be made in writing within three (3) business days of the first contact the government agency makes with District or Data Recipient.

7. GENERAL PROVISIONS.

a) Amendment. This Agreement may only be amended in writing signed by all Parties.

b) Entirety. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made between any Parties with respect to the subject matter hereof.

c) Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

d) Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

e) Authority to Execute. Each Party represents and warrants to the other Parties that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

f) No Waiver. No course of dealing or failure of any Party to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

g) Assignment. This Agreement only be assigned in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

District name (“DISTRICT”)

SAVE THE CHILDREN FEDERATION, INC.

Authorized signature

Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

RENAISSANCE LEARNING, INC.

Authorized signature

Printed name

Title

Date

Save the Children, US Programs Technology Guidelines

Technology Goals

Save the Children U.S. Programs is committed to using computer technologies and communication networks to strengthen our ability to reach and affect the lives of children. Our vision is to use technology to achieve greater results, analyze student success patterns, measure the effectiveness of our initiatives, and streamline communications. Partners must be committed to having and maintaining the technology infrastructure to take part in these efforts.

A Partner must have a reasonable number of serviceable computers in a computer lab and/or library to be used by children who participate in the programs supported by Save the Children. It is recommended that there be 1 computer for every 5-10 children participating in our afterschool and SummerBoost programs. Every Partner must have a qualified Technology Specialist who will be responsible for ensuring the appropriate technology is accessible by program staff and children. Program staff must be committed to using the tools provided.

Save the Children's Literacy programs utilize web-based software (Renaissance Place) and information hosting provided by Renaissance Learning. Their literacy software, (Accelerated Reader, STAR Reading, and STAR Early Literacy) use computerized quizzes and assessments to measure students' comprehension and progress. All Partners are required to use the hosted version of Renaissance Place that is directly provided by Renaissance Learning.

Save the Children utilizes a web-based system for monitoring and evaluation purposes of our school age and early childhood programs: SCORE (Save the Children's Online Reporting and Evaluation system) for tracking school age and early childhood child program participants. Partners are required to use the SCORE system to track the children enrolled in Save the Children's US Programs. In addition, a web-based portal, our USP Partner Portal, is utilized to give Partners access to Save the Children training and technical assistance resources and to ease collaboration with our staff.

Technology Guidelines

The following are guidelines and technical requirements for computers which will be used in our programs. The Partner's Technology Specialist should use these requirements to assess the readiness of the site to access and utilize Save the Children's systems, including SCORE, the USP Partner Portal, and for Renaissance Learning software where literacy programming is taking place. The Technology Specialist should participate in the budget creation process and identify computers needed. Save the Children is willing to work with Partners to help bridge equipment gaps and, where possible, consider alternate approaches.

- One computer for every 5-10 children in school-aged literacy program (Based on average daily attendance: Afterschool or Summer)

- Apple Macintosh computers are compatible with Renaissance Learning products, but at least one Microsoft Windows PC is required for Save the Children applications (including SCORE, the Early Steps System and the USP Portal). **Save the Children applications do not run on Apple computers.**
- High speed Internet access
- Browser: See specifics below.
- Technology consultant/specialist needed to work on Renaissance Place set-up (if new model) and maintenance (new & existing models)
- Telephone (preferably speaker phone) located near a computer
- Adequate number of quality printers

Save the Children Technology Requirements

Below are minimum technical requirements for computers to run Save the Children’s US Programs monitoring & evaluation system (SCORE) and Save the Children’s USP Portal. Both applications are web-based, and therefore will not be housed on a Partner’s server.

Please refer to Renaissance Learning’s “Renaissance Place Technical Recommendations” (Appendix 1) for specific guidelines related to their products.

Technology Component	Save the Children Technology Requirements
Computer	There must be at least one PC available on site. Save the Children applications do not run on Apple computers.
Web Browser	Recommended: Internet Explorer (IE) 11 or Chrome / Minimum: Internet Explorer (IE) 9* <i>*SCORE will run in Chrome, however not all functionality of the USP Portals is supported in Chrome. Our official supported browser for USP Systems is IE.</i>
Operating System	Recommended: Windows 7 or higher / Minimum: Windows Vista* <i>*Windows XP is no longer supported, and IE 11 cannot be installed. Please upgrade your OS to a minimum of Windows Vista.</i>
Processor & RAM	Follow minimum requirements for your operating system
Screen Resolution	1280x720 or higher
Printer(s)	Required
Internet Connection	Broadband Internet Connection (DSL, Satellite, or Cable)
Other Requirements	<ul style="list-style-type: none"> • Excel 2007 or higher • JavaScript should be turned on in the browser for best user interface experience

Appendix 1: Renaissance Place Technical Recommendations

Technical Recommendations: Client Workstation Recommendation

- ▶ Throughout this document, you will see both Recommended and Minimum requirements. Please follow the Recommended requirements for optimal performance and access to all the latest features.
- ▶ As of August 1, 2016, we no longer support Internet Explorer 8 for use with Renaissance Place. This is reflected in the chart below.
- ▶ Windows XP is no longer receiving security updates from Microsoft and has become vulnerable to security risks, viruses, and malware. Because of the potential risk, we strongly encourage you to upgrade Windows XP computers before the 2016-2017 school year begins. Contacting to support this operating system also depends on the availability of a compatible browser. We will notify you when we officially discontinue support for Windows XP, at least six months in advance if possible.
- ▶ We please and support for Macintosh OS X 10.8 and Safari 5.1 within the next year. If you are still using OS X 10.6 or Safari 5.1, we recommend that you upgrade to a newer operating system/browsers as soon as possible for the 2016-2017 school year. As updates are applied to your Renaissance Place software the next few months, STAR student testing will no longer be supported in Safari 5.1.
- ▶ As of July 2016, Windows 10, Windows 8.1, and Safari 9 are supported for use with Renaissance Place. This is reflected in the chart below.

Client	Recommended	Minimum	Recommended	Minimum
Web Browser*	Internet Explorer 10 or 11, Firefox 27.0 or later, or Chrome 28 or later	Internet Explorer 8 or Firefox 10.0.18 or later	Safari 5.1.7 or later or Firefox 10.0.18 or later	Safari 5.1.7 or later or Firefox 10.0.18 or later
Operating System	Windows 7-10	Windows 7-10	OS X 10.8 or later	OS X 10.6 or later
Screen Resolution	1024 x 768 (display resolution)	1024 x 600 (display resolution)	1024 x 768 (display resolution)	1024 x 600 (display resolution)
Internet Connection	Broadband internet connection (DSL, satellite, or cable)			
Mobile Devices	<p>Smartphones</p> <ul style="list-style-type: none"> ▶ All Renaissance Place products are compatible on Chromebooks and other Chrome OS devices—simply enter your school's Renaissance Place URL in the web browser; Adobe Flash Player is required for English in a Flash and some resources. ▶ Accelerated Reader 360 (iOS) is available on iPhone® or iPad® running iOS 8 or later. ▶ Accelerated Reader 360 (Android) is available on Android devices running Android 4.1 or later. ▶ STAR on iOS: The STAR App is being updated. As updates are applied to your Renaissance Place software over the next few months, students will need to use the Safari browser to take STAR tests. <p>Tablets</p> <ul style="list-style-type: none"> ▶ Accelerated Reader 360 is available on Kindle Fire™, NOOK™, and NOOK HD™. ▶ KeyWords® Reports: NEO 2 and NEO Manager, and KeyWords SmartApplet 3.3 or later. ▶ Interacts in a Flash SmartApplet: NEO 2 and NEO Manager. ▶ Respondix SmartApplet: NEO 2 and Renaissance Respondix Scoring Software. <p>Tablets</p> <ul style="list-style-type: none"> ▶ Accelerated Reader, Accelerated Math, Accelerated Math 2.0, and Math Facts in a Flash student applications are supported using a web browser on tablets 7 inches or larger. Simply enter your school's Renaissance Place URL in the web browser. Nook Devices running versions of Android older than 4.0 (pre-ice cream sandwich), including 3rd generation Kindle Fire and Nook Color, are not supported. Performance may also be degraded on single-core processor devices. ▶ STAR testing is supported using a web browser on tablets 7" or larger. Students must use Safari 8 or later, Chrome 23 or later, Firefox 27 or later, SDA on Kindle Fire, HD, or Internet Explorer 11. Simply enter your school's Renaissance Place URL in the web browser. Nook students should use Firefox when testing in STAR Early Literacy and Android devices. ▶ The Accelerated Reader 360 instructional reading component works on most tablets 7" or larger, and is recommended on Android tablets running Chrome and Firefox. Simply enter your school's Renaissance Place URL in the web browser. Follow the Renaissance Place recommendations for the Accelerated Reader 360 instructional reading component. 			
Components	<ul style="list-style-type: none"> ▶ Adobe Reader 9 or later* ▶ Adobe Flash Player 30.0 or later* ▶ RU Print Plug-in (only used in Accelerated Math) 			

- ▶ Follow the recommended requirements when accessing the Accelerated Reader student interface, Accelerated Math student interface, Accelerated Math 2.0 teacher interface, the minimum session, you may have sub-optimal performance or the features may not be accessible.
- ▶ Minimum log-on size and 11.5 are supported when launched in desktop mode on Windows 8x and 11. Internet Explorer 7, the Windows Live Mail, and the Microsoft Edge browser on Windows 10 are not supported.
- ▶ Accelerated Reader 360 testing on tablets is not supported.
- ▶ Renaissance Place is compatible with the Windows operating systems when accessed in a web browser. You may use either Firefox, Chrome, or the 32-bit version of Internet Explorer 11 on Windows 7.
- ▶ You must meet the minimum requirements for your operating system. Newly released versions of these components may or may not be compatible.

Approved Plan Report

Run Date:

5/14/2018

Program Year:	2018-2019
State:	California
Site:	Tipton Elementary
Approval Date/Time:	May 2 2018 11:32PM

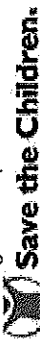
Plan Page Name	Plan Heading Name	Question	Response
Site Details	General	District	TIPTON ELEMENTARY
		Site Name	Tipton Elementary
	Shipping Address	Address 1	P.O. Box 787
		Address 2	370 North Evans
		Address 3	
		City	Tipton
		State	California
	Zip	93272	
	County	Tulare	
	Phone	559-752-4213	
	Fax		
	Website	www.tiptonschool.org	
	Notes		
Mailing Address	Address 1	P.O. Box 787	
	Address 2	370 North Evans	
	Address 3		
	City	Tipton	
	State	California	
Zip	93272		
Fiscal Agent Details	Fiscal Agent Details	Fiscal Agent	Tipton Elementary School District
		Fiscal Agent Relationship for this Plan	Sub award
		Address 1	370 N. Evans Road
		Address 2	

Approved Plan Report

Run Date:

5/14/2018

<p>Fiscal Agent Details</p>	<p><i>Fiscal Agent Details</i></p>	<p>Address 3 City Tipton State California Zip 93272</p>
<p>District Dates</p>	<p><i>District Date Details</i></p>	<p>First Day of School Last Day of School Fall Break From Fall Break To Winter Break From Winter Break To Spring Break From Spring Break To Other Breaks/Holidays State Testing Dates</p>
<p>Plan General Questions</p>	<p><i>General Interest Questions</i></p>	<p>I have read and agree to the Technology Requirements for USP Systems Yes Is your district able to act as a distribution point for Gifts in Kind donations? This works best if you have access to a secure space of at least 1,000 square feet, a fork lift or power jack, and a loading dock. However, sites without those items are still able to act as a distribution center for some donations. No Does your school have goals and objectives related to Family Engagement included in your School Improvement Plan? Yes Additional Comments (Type N/A if you answered No or N/A above) is in the LCAP plan Does your school currently employ a staff person, such as a Family Resource Coordinator or Home School Liaison/Coordinator, responsible for leading Family Engagement? No</p>
<p>Emergency Preparedness</p>	<p><i>Emergency Preparedness</i></p>	<p>If Yes above, please enter this persons role/title (Type N/A if you answered No or N/A above) The district does not have anyone to fill this role, but relies on support of various staff members Does your school have a multi-hazard plan (i.e., a plan for a variety of hazards or disasters)? Yes If your school does have a multi-hazard plan, does it include information for others who may use the school (e.g., Head Start, after-school programs)? Yes</p>



Approved Plan Report

Run Date:

5/14/2018

Plan General Questions	Emergency Preparedness	
	<p>If your school does have a multi-hazard plan, does it include information on how to care for students or staff with disabilities or access and functional needs/special needs?</p> <p>What resources (e.g., supplies, technical expertise, training) would MOST help your school get better prepared for disasters or emergencies?</p> <p>What is your top safety, security, and/or disaster preparedness concern(s)?</p> <p>If your school gets funding from others (e.g., state department of education, PTA) to help with disaster preparedness activities, who does it get funding from?</p> <p>What disasters/hazards do you feel your school is LEAST prepared for?</p> <p>What disasters/hazards do you feel your school is MOST prepared for?</p> <p>Does your school have a plan for how to reunite children with their families after a disaster?</p> <p>How often do you practice a drill (e.g., fire, tornado, earthquake) during the school year?</p>	<p>Yes</p> <p>Technical Expertise</p> <p>Active Shooter on Campus</p> <p>The district does not have any supplemental funding all would come from General School Funding</p> <p>Active Shooter on campus</p> <p>Fire and "Shelter in Place" we have a good system for those areas</p> <p>Yes</p> <p>Once a month</p>
<p>Site Demographics</p>	<p>Projected Number of Children at Site for Program Year</p>	<p># Females 295</p> <p># Males 291</p> <p>Total School Population 586</p> <p>Pre-K 24</p> <p>K 69</p> <p>Grade 1 71</p> <p>Grade 2 54</p> <p>Grade 3 48</p> <p>Grade 4 74</p> <p>Grade 5 62</p> <p>Grade 6 65</p> <p>Grade 7 55</p> <p>Grade 8 64</p> <p>% of Students Eligible for free/reduced lunch 100</p> <p>Is there a summer program other than Save the Children's at your school? Yes</p> <p>If Yes, Please Describe 3 weeks summer school is offered for 4.5 hrs a day for children k- 7th grade.</p>
	<p>RL Licenses</p>	<p># STAR Early Literacy Licenses Needed</p>



Approved Plan Report

Run Date: 5/14/2018

Site Demographics	RL Licenses	# STAR Reading Licenses Needed
Early Steps to School Success	Program Description and Requirements	I have read and agree to the Program Description and Requirements Yes
	Early Step to School Success	# of Staff – Budgeted 1
		# of Staff – Targeted 1
		# of Community Meetings Per Month – Budgeted 1
		# of Community Meetings Per Month – Targeted 1
		# of Parent/Child Groups per Month – Budgeted 1
		# of Parent/Child Groups per Month – Targeted 1
		# of Transition to Kindergarten Meetings per Year – Budgeted 1
		# of Transition to Kindergarten Meetings per Year – Targeted 1
	Home Visiting Program	# of 0-3 Year Old Children – Budgeted 20
		# of 0-3 Year Old Children – Targeted 20
		# of Home Visits Per Month – Budgeted 2
		# of Home Visits Per Month – Targeted 2
		# of Months – Budgeted 12
		# of Months – Targeted 12
	Book Bag Exchange Program	# of 3-5 Year Old Children – Budgeted 30
		# of 3-5 Year Old Children – Targeted 30
		# of Months – Budgeted 9
		# of Months – Targeted 9
		# of Times Book Bags Sent Home per Month – Budgeted 2
		# of Times Book Bags Sent Home per Month – Targeted 2
	ESSS Notes	Notes
	Home Visiting Program Operations	Start Date 07/02/2018
		End Date 06/28/2019
	Book Bag Exchange Program Operations	Start Date 08/20/2018
		End Date 05/31/2019
		Frequency of Book Bag Exchange Weekly

Approved Plan Report

Early Steps to School Success	Book Bag Exchange Program Operations	Please explain how the Book Bag Exchange Program will work at your Site	Will partner with preschool program located on school campus.
Budget Summary	In-School Literacy	SC Funded	
		Site Funded	
		Combined	
	Afterschool Literacy	SC Funded	
		Site Funded	
		Combined	
	Afterschool Healthy Choices	SC Funded	
		Site Funded	
		Combined	
	ESSS	SC Funded	71300
		Site Funded	7500
		Combined	78800
	SummerBoost Camp	SC Funded	
		Camp Site Funded	
		Combined	
	Sponsorship	SC Funded	
		Site Funded	
		Combined	
	Sponsorship Basic Education	SC Funded	
		Site Funded	
		Combined	19750
	Community Engagement	SC Funded	
		Site Funded	
		Combined	
	Emergency Response and Recovery	SC Funded	
		Site Funded	
		Combined	
	Literacy Book	SC Funded	
		Site Funded	



Approved Plan Report

Run Date: 5/14/2018

Budget Summary	<i>Literacy Book</i>	Combined	
	<i>Afterschool Transportation</i>	SC Funded	
		Site Funded	
		Combined	
	<i>Technology Equipment</i>	SC Funded	
		Site Funded	
		Combined	
	<i>Total Site</i>	SC Funded	91050
		Site Funded	7500
		Combined	98550
Site Classifications	<i>21st Century Information</i>	Funded by 21st Century Grant?	No
		Did Save the Children contribute to the writing of the grant?	
		Did Save the Children apply as the lead recipient?	
	<i>P3 Strategy Questions</i>	Is this School Site part of a School District participating in the P-3 strategy?	
		Is this Site planning to implement KinderBoost for the program year?	Yes
		Is this Site participating in Community Engagement for the program year?	
	<i>Plan Codes</i>	Plan Sub-Award Analysis Code	999001430
	<i>Signers</i>	Authorized Signer	Stacey Bettencourt

VIII.

Community Engagement	Unit	Unit cost	# Units	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance
Personnel Cost								
a. Certified Staff	Annual			-				-
b. Classified Staff	Hourly	8,831.00	1	8,831	8,831			-
c. Fringe	Sum	2,919.00	1	2,919	2,919			-
Total Community Engagement Personnel				11,750	11,750	-		-
Program Cost								
f. Materials and Equipment	Sum	7,000.00	1	7,000	7,000			-
g. Training and Travel	Sum	1,000.00	1	1,000	1,000			-
Total Community Engagement Program Cost				8,000	8,000	-		-
Total Community Engagement				19,750	19,750	-		-
Total Budget				98,550	91,050	7,500		-

Budget Narrative

The following budget narrative describes the total funds necessary to support programs at Tipton Elementary by Tipton Elementary School Distric over the period of 7/1/18 through 6/30/19.

I. **IN SCHOOL**

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

--

Fringe:

--

Books:

--

Materials:

--

Equipment:

--

Training:

--

Other:

--

II. AFTER SCHOOL LITERACY

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

--

Fringe:

--

Books:

--

Transportation:

--

Materials:

--

Equipment:

--

Training:

--

Other:

--

III. AFTER SCHOOL Healthy Choices

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

--

Fringe:

--

Materials:

--

Equipment:

--

Training:

--

Other:

--

IV. SUMMER

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

--

Fringe:

--

Books:

--

Transportation:

--

Materials:

--

Equipment:

--

Other:

--

V. ESSS

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

1-Early Childhood Coordinator (ECC) \$21.30 x 8 hrs per day x 260 paid days per year = \$44,313.

--

Fringe:

Total Fringe for ECC \$31,427 to include Health & Welfare, and Employee Statutory Benefits. Tipton Elementary SD to contribute \$7,500 in cost share towards fringe benefits.

--

Books:

\$200 for replacement books for book bag exchange

--

Materials:

Total of \$1,600 for materials, supplies and PPVT & PLS Testing. To include \$630 for PPVT & PLS Testing for up to 18 children @\$35 per child, \$200 for Office Supplies, \$300 for Home Visit replacement materials and consumables, \$470 for Parent-Child Group, Family Engagement and Transition Activities.

--

Equipment:

--

Home Visit Travel:

\$730 for Home visit travel mileage reimbursement.

--

Training:

\$530 for mileage reimbursement for ECC travel to Cluster Meetings, PLG and other related training. Includes \$54 (up to \$18 per training meal) for reimbursement when traveling to Early Steps Training Activities.

--

Other:

--

VI. SPONSORSHIP

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

--

Fringe:

--

Materials:

--

Equipment:

--

Training:

--

Other:

--

VII. SPONSORSHIP BASIC EDUCATION

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

--

Fringe:

--

Materials:

--

Equipment:

--

Training:

--

Other:

--

VIII. COMMUNITY ENGAGEMENT

Certified Staff: *provide position, rate, and hrs/days for each staff*

--

Classified Staff: *provide position, rate, and hrs/days for each staff*

Community Ambassador Position: \$8,831; \$14.01 per hour x 3.5 hrs per day x 185 paid days per year

--

Fringe:

--

Community Ambassador Position Fringe: \$2,919.

Books for Community:

--

Books and Technology for School

--

Materials

Total of \$7,000 for materials, supplies and books. This includes \$3,000 for 3 - 5 Service enhancements (to purchase books for book bag exchange to promote kindergarden readiness, materials and supplies for Play & Learn Groups, Parent training activities, Transition Activities, materials for Family/Community Engagement Activities for the community and books for these activities. This also includes \$4,000 for

Training:

\$1,000 for Training and Travel to include mileage reimbursement to and from community group meetings and training activities, meal reimbursement while attending cluster meetings and Community Ambassador related training.

Community Projects:

Other:

IX. EMERGENCY RESPONSE

Certified Staff: provide position, rate, and hrs/days for each staff

Classified Staff: provide position, rate, and hrs/days for each staff

Fringe:

Materials:

Equipment:

Other:





Policies and Procedures Reference No.	CS-01.4
Policy Title	Policy on Child Safeguarding ("Child Safeguarding Policy")
Category	Child Safeguarding
Author	Assistant General Counsel - Compliance
Vice President with Oversight	Vice President and General Counsel
Approver	Senior Management Team
Purpose and Description	These policies and related procedures describe Save the Children's commitment to child safeguarding
Compliance Requirement	<input type="checkbox"/> Statute: <input type="checkbox"/> Regulation: <input checked="" type="checkbox"/> Industry Standards: <input type="checkbox"/> Not Applicable
Audience	<input checked="" type="checkbox"/> SCUS <input checked="" type="checkbox"/> All Head Start <input checked="" type="checkbox"/> SCAN <input checked="" type="checkbox"/> Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively, "Partners") <input checked="" type="checkbox"/> Board of Trustees, Interns and Volunteers
Effective date	July 25, 2016
Revision date	July 25, 2017
Retirement Rationale	N/A



DEFINITION & ACRONYMS

- A. Child or Children:** Anyone under 18 years of age.
- B. Child Abuse:** Anything which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of safe and healthy development into adulthood. The main categories of Child Abuse are Physical Abuse, Emotional Abuse, Neglect/Negligent Treatment and Sexual Abuse/Sexual Exploitation.
1. **Physical Abuse:** The use of physical force that causes actual or likely physical injury or suffering (e.g., hitting, shaking, burning, female genital mutilation, torture).
 2. **Emotional abuse:** Any humiliating or degrading treatment such as bad name calling, constant criticism, belittling, persistent shaming, solitary confinement and isolation.
 3. **Neglect/Negligent Treatment:** Persistent failure to meet a child's basic physical and/or psychological needs, for example by failing to provide adequate food, clothing and/or shelter; failing to prevent harm; failing to ensure adequate supervision; or failing to ensure access to appropriate medical care or treatment.
 4. **Sexual Abuse/Sexual Exploitation:** All forms of sexual violence, including incest, early and forced marriage, rape, involvement in pornography, and sexual slavery. Child sexual abuse also may include indecent touching or exposure, using sexually explicit language towards a child and showing children pornographic material. Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. This includes exchange of assistance due to children benefiting from Save the Children programming. The sexual exploitation of a child who is under the age of consent is child sexual abuse and a criminal offense.
- C. Representatives of Save the Children:** Employees, volunteers, interns, consultants, Board members, Partners and others who work with children on Save the Children's behalf, visit Save the Children's programs, or who have access to sensitive information about children in Save the Children's programs.
- D. Child Safeguarding:** The set of policies, procedures and practices that we employ to ensure that Save the Children is a child safe organization.



POLICIES

1. Policy on Commitment to Children

Save the Children is committed to conducting its programs and operations in a manner that is safe for the children it serves and helping protect the children with whom Save the Children is in contact. All Save the Children Representatives are explicitly prohibited from engaging in any activity that may result in any kind of Child Abuse.

In addition, it is Save the Children's policy to create and proactively maintain an environment that aims to prevent and deter any actions and omissions, whether deliberate or inadvertent, that place children at the risk of any kind of Child Abuse.

All Save the Children Representatives are expected to conduct themselves in a manner consistent with this commitment and obligation. Any violations of this policy will be treated as a serious issue and will result in disciplinary action being taken, including termination and any other available legal remedy.

In furtherance of this Policy, Save the Children has adopted Procedures, described below, to promote:

- a. **Prevention of Child Abuse:** Striving, through awareness, good practice and training, to minimize the risks to children and take positive steps to help protect children who are the subject of any concerns.
- b. **Reporting of Child Abuse:** Ensuring that all Representatives know the steps to take and whom to contact where concerns arise regarding the safeguarding of children.
- c. **Responding to Child Abuse:** Engaging in action that supports and protects children when concerns arise regarding their well-being; supporting those who raise such concerns; investigating, or cooperating with any subsequent investigation; and taking appropriate corrective action to prevent the recurrence of such activity.
- d. **Training to Promote Awareness of Child Safeguarding Obligations:** Ensuring that all Representatives are notified of and made aware that they are expected to comply with the policy.

2. Policy to Comply with Applicable Laws and Regulations

It is Save the Children's Policy to ensure compliance with host country and local child welfare and protection legislation, or international standards, whichever affords greater protection, and with U.S. law, where applicable. The requirements of this Child Safeguarding Policy are in addition to any other applicable legal requirements, including without limitation, USAID and Office of Head Start regulations.

3. Policy Regarding Sexual Activity with Children

It is Save the Children's Policy that any individual under the age of 18 is a child and is "underage", regardless of the legal age of consent of the country in which s/he lives and/or in which the offense occurs. An underage child cannot legally give informed consent to sexual activity. Sexual activity with a Child with or without their consent will be treated as a serious issue and will result in disciplinary action being taken, including termination, and the pursuit of any other available legal remedy.



Consensual sexual activity with a child over the legal age of consent of the country in which s/he lives and/or in which the offense occurs, but below 18 years will be treated as a serious issue and may result in disciplinary action being taken, including termination, and the pursuit of any other available legal remedy.

4. Policy on Accountability of SCUS Management

SCUS Management is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions in response to any violation of the Child Safeguarding Policy, with respect to relevant individuals (including those who committed a child safeguarding violation and/or anyone who knew of such child safeguarding violation but failed to act), and taking steps following any findings of a violation of the Child Safeguarding Policy to review the applicable policies, procedures, and protocols to identify and address any gaps or weaknesses.

5. Policy on Confidentiality in Child Safeguarding Matters

SCUS has a duty to manage sensitive information in a manner that is respectful, professional and that complies with the applicable law. Staff must keep all information about any suspected or reported incidents strictly confidential, and must divulge only that information to a Local or National Child Safeguarding Focal Point (identified on SaveNet), Human Resources team and any other senior staff directly involved in the investigation (and in the case of incidents occurring overseas, to the relevant Country Office director), except as may be required by law.



PROCEDURES

I Prevention of Child Safeguarding Incidents

A. Mitigating Child Safeguarding Risks in Project Planning And Implementation

1. Where possible and practical, the 'two-adult' rule, wherein two or more adults supervise all activities where children are involved and are present at all times, should be followed.
2. Representatives must never:
 - hit or otherwise physically assault or physically abuse Children;
 - engage in sexual activity or have a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally (mistaken belief in the age of a child is not a defense);
 - develop relationships with Children which could in any way be deemed exploitative or abusive;
 - act in ways that may be abusive in any way or may place Children at risk of abuse;
 - use language, make suggestions or offer advice to Children which is inappropriate, offensive or abusive;
 - behave in a manner which is physically inappropriate or sexually provocative;
 - stay alone overnight with one or more Children benefitting from Save the Children programs who are not part of their family, whether in their house, project premises or elsewhere;
 - have a Child beneficiary stay overnight at their home;
 - sleep in the same bed or same room as a Child beneficiary;
 - do things for Child beneficiaries of a personal nature that they can do themselves;
 - condone, or participate in, behavior of Children which is unsafe or illegal;
 - act in ways intended to shame, humiliate, belittle or degrade Children, or otherwise perpetrate any form of emotional abuse;
 - discriminate against, show unfair differential treatment or favor to particular Child beneficiaries to the exclusion of others;
 - spend excessive time alone with Child beneficiaries away from others in a manner which could be interpreted as inappropriate;
 - expose Child beneficiaries to inappropriate images, films and websites including pornography and extreme violence;
 - place themselves in a position where they are made vulnerable to allegations of misconduct.

This is not an exhaustive or exclusive list. Representatives should at all times avoid actions that may allow behavior to be misrepresented or constitute poor practice or potentially abusive behavior.

B. Background Checks

Save the Children shall conduct criminal background checks on all Save the Children Representatives, and anyone who visits Save the Children's programs (e.g., journalists, donors, celebrities) and as it deems appropriate and as permitted by law.


2
Reporting of Child Safeguarding Incidents

All Representatives should know the steps to take and whom to contact when concerns arise regarding the safeguarding of children. Failure to report a reasonable suspicion of misconduct in accordance with this Policy will be treated as a serious issue and may result in disciplinary action.

If a child is in danger or in harm's way, call 911 or the local authorities immediately.

Reporting Specifics
A. Mandatory Reporters

"Mandatory Reporters" (as defined below) must report concerns to the appropriate local authority (each state has its own reporting hotline). "Mandatory Reporters" are those individuals who are mandated by law to report child maltreatment (New Jersey and Wyoming do not have specific mandated reporters; rather they require all people to report). Individuals designated as Mandatory Reporters typically have frequent contact with children. Such individuals may include:

- Social Workers
- Teachers, principals, and other school personnel
- Physicians, nurses and other health care workers
- Child care providers
- Directors, employees, and volunteers at entities that provide organized activities for children, such as camps, youth centers and recreation centers

All Head Start staff and Early Head Start staff are Mandatory Reporters.

B. U.S. Programs employees, all Head Start employees and all other Representatives that have direct contact with Children:

Incident reports must be submitted by email to incidentreporting@savechildren.org within 24 hours. The report always should include:

- Date, time and location of the incident
- Type of incident (physical abuse, emotional abuse, neglect/negligent treatment, sexual abuse/sexual exploitations) and nature of what happened
- The relevant actions that are happening at the time of the report
- Any immediate help or actions requested of Save the Children

Record dates reporting to Licensing, OHS regional offices and/or state and local authorities as applicable.

C. All other Representatives

All other representatives covered by this policy must report any suspicion of misconduct covered by this policy to their direct supervisor (if an employee). If you feel you cannot raise the concern with your direct supervisor for any reason, or if you are a non-employee Representative, you should contact the local child safeguarding focal point for your office or location. Alternatively, you can report the matter anonymously to the National Child Safeguarding Focal Point on-line at SaveTheChildren.EthicsPoint.com or anonymously via phone **844-287-1892** (in the US). If you



are outside of the US and would like to report by phone, go to SavetheChildren.EthicsPoint.com for a full listing of contact numbers by country. **All reports must be made within 24 hours.**

D. Manager Responsibilities

Any manager or local child safeguarding focal point who receives a report of any allegation of a violation of this Child Safeguarding Policy must forward the report immediately to the National Child Safeguarding Focal Point by filing a report on-line at SavetheChildren.EthicsPoint.com.

E. Staff Overseas

When travelling or working overseas in SCI offices, you are required to report any allegations of Child Abuse to SCI in accordance with SCI's child safeguarding reporting procedures. However, you also must report any such incidents or suspicions to SCUS pursuant to these Procedures.

F. Reporting to Senior Management Team

On a quarterly basis, the General Counsel shall report aggregated incident data to the Senior Management Team, and the General Counsel shall report such data at a minimum annually to the Board of Trustees. The General Counsel or the National Child Safeguarding Focal Point shall report immediately all Exceptional Cases, as defined below, to appropriate members of the Senior Management Team and the Child Safeguarding Trustee of the Board of Directors.

3 Responding to Child Safeguarding Incidents

A. Child Safeguarding Focal Points

SCUS shall establish local "Child Safeguarding Focal Points" who are trained on the specifics of the processes around child safeguarding and who will coordinate with the National Child Safeguarding Focal Point, and others as appropriate, when conducting any child safeguarding investigation. The local Child Safeguarding Focal Points and National Child Safeguarding Focal Point can be found on SaveNet.

Child Safeguarding Focal Points will:

- Receive child safeguarding reports in accordance with this Child Safeguarding Policy; and
- Provide overall support to the wider implementation of policies and procedures to safeguard children, namely the Child Safeguarding Policy and other related policies and documents such as the Code of Conduct and Reporting Grievances Policy.

B. Investigating and Follow-up of Child Safeguarding Allegations

SCUS takes every allegation of a violation of our Child Safeguarding Policy seriously. The National Child Safeguarding Focal Point is responsible to ensure all credible allegations are logged and tracked in the SCUS central database.



	<p>The National Child Safeguarding Focal Point is tasked with following up with the other involved SCUS personnel to ensure all allegations are properly investigated and all appropriate corrective action and remedial measures are taken.</p> <p>Representatives covered by this policy must cooperate fully with any investigation or inquiry by SCUS and preserve all records relating to any alleged violation of this Child Safeguarding Policy. Although we cannot guarantee confidentiality, we will keep reported concerns confidential to the extent possible.</p> <ol style="list-style-type: none"> 1. Initial Assessment: Upon receipt of a report, an initial assessment will be conducted by one of the designated local Child Safeguarding Focal Points. A full account of the matter and any further action will be recorded on a Child Safeguarding Report Form. The Human Resources team and National Child Safeguarding Focal Point will consider the circumstances of the report, seek professional advice as needed and determine next steps. 2. Reporting to Applicable Authorities: In the US, referrals can be made to children's services or the police as soon as possible, but must be within one working day. Be advised that nearly all U.S. states impose penalties in the form of fines or imprisonment for a mandated reporter who fails to timely report suspected child abuse, neglect or maltreatment of a child. <p>If the incident happens abroad, then it will be the responsibility of the relevant authorities there to organize an investigation. Irrespective of the local outcome, Save the Children staff must report (verbally and in writing) to a senior staff member at the organization/project where they are working.</p> C. Investigation in Exceptional Cases: In cases where the allegations are likely to result in serious harm to a Child, reputational injury, or other exceptional cases (collectively, "Exceptional Cases"), the National Child Safeguarding Focal Point shall consult with the General Counsel and others within the Senior Management Team, as appropriate, on how the investigation should proceed, including to determine whether SCUS should retain an external party to investigate the allegations.
4	<p><u>Training to Promote Awareness of Child Safeguarding Obligations</u></p> <p>All SCUS staff must undertake an initial training on the Child Safeguarding Policy within the first three months after induction to SCUS, and/or within the first six weeks following the promulgation of this Policy, and must take refresher trainings every two years.</p> <p>Head Start employees and other staff who are directly implementing programs are also required to take any state required Mandatory Reporter (as defined herein) training.</p> <p>Managers at all levels are responsible for ensuring those reporting to them are made aware of and understand this Policy and are given trainings as described above.</p> <p>Other trainings will be required dependent on job specific responsibilities.</p>



5	<u>Agreements with Partners</u> All agreements with Partners (as defined above) must include the requirements of the Policy and must include a provision in which the Partner agrees to comply with this Policy (subject to the Exception Approval Procedure contained herein). Partners that receive USAID or Office of Head Start funding additionally must comply with the relevant agency's child safeguarding requirements.
6	<u>Communications Materials (interviews, photography and filming)</u> Any communications materials that include images of or information about children are subject to the Communications Guidelines attached as <u>Annex I</u> and included as part of this Child Safeguarding Policy
7	<u>Guests on Project Visits</u> All Representatives of Save the Children on project visits involving children are subject to the Program Visit Child Protection Guidelines attached as <u>Annex II</u> and included as part of this Child Safeguarding Policy. As a condition to their visit, all Representatives visiting projects involving Children in Save the Children programs are required to sign the Child Safeguarding Policy Acknowledgement attached as <u>Annex III</u> prior to the visit. Once at the project, there should be a verbal presentation made to the guests regarding appropriate conduct.



TRAINING REQUIREMENTS

Training Course	Who?	Frequency	Training moment
Child Safeguarding Policy Fundamentals Training	All	Upon induction, and then every two years	First three months after induction or within five weeks following the promulgation of policy

MONITORING MECHANISMS

What are you monitoring?	Data source	Action Owner	Escalation levels	Frequency
Relevant Trainings	Human Resources training tracker	Human Resources	Vice President who has oversight of the policies and procedures manuals	Annual
Policies and procedures are reviewed at least every 3 years	Expiry date from the Policies and Procedures Library	Policies and Procedures Library Administrator	VP, Office of the General Counsel	Quarterly

EXCEPTION APPROVAL PROCEDURE

Procedure/ Action	Action Owner
Exceptions to this policy requires written approval by the Vice President & General Counsel	Person seeking exception to policy
File and retain exception approval	Vice President & General Counsel



VERSION CONTROL

Version number	Version Date	Revisions made
CS-01.4	April 12, 2017	Updated format
CS-01.3	July 25, 2016	Revision of existing Child Safety Policy



ANNEX I

COMMUNICATIONS GUIDELINES

Guidelines for ethical reporting about children

We have a responsibility to the children we represent to tell their stories in a responsible and ethical manner. The child's best interest should always be our primary consideration. We work with some of the world's most vulnerable children and communities. We want people to be motivated to support Save the Children's work. To do this, we need to show the injustice children face in a way that creates an emotional response and compels people to act to make the world a better place for children.

However, in doing so we must respect the dignity and humanity of the children we serve and we must not exploit their situation in order to raise funds or attract attention for our cause.

Children and young people have all the rights of adults. In addition, they have the right to be protected from harm. Reporting on children and young people carries this added dimension and restriction, especially in the current era when it is nearly impossible to limit a story's reach. This document is meant to support the best intentions of ethical reporting – serving the public's interest for truth without compromising the rights of children.

In some instances, the act of reporting on children places them or other children at risk of exploitation, retribution or stigmatization. When in doubt, we must err on the side of caution and ensure the right of the child to be protected from harm.

Guidelines for interviewing children

- 1) Do no harm to any child. Avoid questions, attitudes or comments that are judgmental or insensitive to cultural values, that place a child in danger or expose a child to humiliation, or that reactivate a child's pain and grief from traumatic events.
- 2) Ensure that the child and guardian know they are talking with a reporter. Explain the purpose of the interview and its intended use.
- 3) Assess any potential risks to the child or children, including:
 - a) Reprisals,
 - b) Stigmatization, rejection or attacks by family or communities,
 - c) Legal prosecution,
 - d) Misguided or malicious attempts by outsiders to "rescue" the child from a difficult situation.
- 4) No staging: Do not ask children to tell a story or take an action that is not part of their own history. Do not ask children to promote products contributed by corporate supporters.
- 5) Obtain permission from the child and her or his guardian for all interviews, videotaping and, when possible, documentary photographs. When possible and appropriate, this permission should be in writing. Permission must be obtained in circumstances that ensure the child and guardian are not coerced in any way and understand they are part of a story that might be disseminated locally and globally. This is usually ensured only if the permission is obtained in the child's language and if the



decision is made in consultation with an adult the child trusts.

- 6) Pay attention to where and how the child is interviewed. Limit the number of interviewers and photographers. Try to make certain that children are comfortable and able to tell their story without outside pressure, including pressure from the interviewer. In film, video and radio interviews, consider what the choice of visual or audio background might imply about the child and her or his life and story. Ensure that the child will not be endangered or adversely affected by showing their home, community or general whereabouts.
- 7) If a child discloses bad practice during an interview (such as abuse, criminal activity or a violation of Save the Children policy), the person carrying out the interview should know the local procedures for reporting this. Staff should also be familiar with Save the Children's Child Safeguarding Policy.
- 8) No payments or any other form of compensation are to be provided to children or parents in exchange for their interview, photo or consent.

Guidelines for reporting on children

- 1) Do not further stigmatize any child. Avoid categorizations or descriptions that expose children to negative reprisals – including additional physical or psychological harm, or to lifelong abuse, discrimination or rejection by their local communities.
- 2) Always provide an accurate context for the child's story or image.
- 3) Do not give any information that could lead to a child being identified or traced. For example, if the child is from a small village, it might be easy for the child to be identified by another villager. Provide the region or district where the child lives, rather than naming the village. Do not name the school the child attends. Use first names only.
- 4) **Always change the name and obscure the visual identity** of any child who is identified as:
 - a) A victim of sexual abuse or exploitation,
 - b) A perpetrator of physical or sexual abuse,
 - c) Charged or convicted of a crime,
 - d) A current or former child combatant,
 - e) HIV positive, living with AIDS or has died from AIDS, unless the child, a parent or a guardian gives fully informed consent,
 - f) Or any child who does not wish to be named and identifiable, or whose parent/guardian does not wish the child to be named and identifiable.
- 5) **Always change the name and consider obscuring the visual identity** of a child identified as:
 - a) An asylum seeker, a refugee or an internally displaced person,
 - b) A beneficiary of Save the Children's domestic programs or a resident of a U.S. community,
 - c) Orphaned, abandoned or separated from parents/guardians. In the case of orphans, please be sure to mention when they are in the care of relatives or guardians.



- 6) **Do not change a child's identity when it is important to the child and the story.** In certain cases, using a child's identity – name and/or recognizable image – is in the child's best interests. However, when a child's identity is used, he/she must still be protected against harm and supported through any stigmatization or reprisals. Some examples of these special cases are:
 - a) When a child initiates contact with the reporter, wanting to exercise their right to freedom of expression and to have their opinion heard.
 - b) When a child is part of a sustained program of activism or social mobilization and wants to be so identified.
 - c) When a child is engaged in a psychosocial program and is claiming their name and identity as a part of their healthy development.
 - d) When a child has died and the parent/guardian wants the child's name to be used in order to raise awareness of a problem or change policy.
- 7) When changing a child's name to protect their identity, ask them at the time of the interview what name they would prefer to be known as. If the child does not state a preference for a certain name, work with someone from the community to select a name that is culturally appropriate given the child's gender, ethnicity, religious background, etc. Whenever possible, choose a name that is short and easily pronounced/understood by an audience that may be unfamiliar with the child's culture.
- 8) Confirm the accuracy of what the child has to say, either with other children or an adult, preferably with both.
- 9) When in doubt about whether a child is at risk, report on the general situation for children rather than on an individual child, no matter how newsworthy the story.
- 10) Do not invent a tragic future the child may face "if we don't help". If the child's image or story are to be used in this way, the child and parent or guardian must see the creative treatment and give additional consent.

Guidelines for use of videos and photos including children

Quality Indicator Definitions

- **Clarity** – Please take clear photos and videos, test sound quality and write conversationally while remaining grammatically correct.
- **Composition** – Videos, stories and images should convey a story with a clear beginning, middle and end or imagery that conveys emotion or action.
- **Context** – Include setting or background for the story or reference that references Save the Children's work. Describe the problem we are trying to solve or the solution to a problem. For example, feeding a hungry child or distributing books at a library.
- **Compelling** – Take pictures and videos that would make you want to stop what you are doing and take action.



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Compliance Indicators

Protection:

- Coverage (No private parts, ever. Very strict discretion around shirtless children to ensure asset does not serve as fodder for pedophiles.)
- Dignity (Is the subject portrayed as a helpless victim, or as a brave survivor who is contributing to his/her own success?)
- Care (Children in grave health or dangerous situations are not to be depicted without care – e.g. a baby alone and crying; under attack, severe acute malnutrition, fresh wounds or extreme physical trauma)
- Released (Releases are required, some verbal in case of emergencies. Releases include informing the subject of the intended use of the photo and protecting the identity of high-risk children such as those in conflict settings, exploited workers, former slaves and those affected by deadly infectious diseases including HIV/ AIDS and Ebola.)



ANNEX II

PROGRAM VISIT CHILD PROTECTION GUIDELINES

Standards & Procedures for Child Safeguarding and Site Visits:

1.1 Uphold the agency Child Safeguarding Policy standards through background checks, policy review, signed policy acknowledgements, briefings, and general application to all Save the Children site visitors. Examples of visitors include staff, interns, consultants, volunteers, vendors, policymakers, talent, corporate or foundation partners, board members, etc...

Procedure:

Before Site Visit:

- Prior to any contact with children, the Save the Children organizer of the site visit will provide expectations for site visits to visitor(s).
- The organizer of the site visit will provide a copy of Save the Children's child safeguarding policy to site visitor(s) prior to visit. Save the Children visitor(s) must review the policy and return a signed child safeguarding policy acknowledgement to the organizer of the site visit.
- Retain signed copies of child safeguarding policy acknowledgements per standard SC policies and practice.
- If a visitor participates in multiple visits annually, he/she only needs to sign a policy acknowledgement once each year.
- In some cases, staff at sites will have additional Child Safeguarding or Ethics Conduct forms for visitor(s) to review and sign.

1.2 Adhere to the two-adult rule, as outlined in the Child Safeguarding Policy.

Procedure:

During Site Visit:

- Children must never be left alone with visitor(s). Save the Children staff must adhere to the two-adult rule: two or more adults are required to supervise all activities where children are involved and are present at all times.

1.3 Protect the privacy and sensitive personal information of children and families.

Procedure:

Before Site Visit:

- Site staff must explain the content release form to all participants of the upcoming site visit, including all caretakers, guardians, parents of children at the site. If an adult or guardian/caretaker of a child has not signed the form prior to the visit, they cannot be included in photographs, video, quotes or other materials intended for publication, marketing or other use that are gathered during the visit. Copies of the release forms should be filed at the site as per standard SC policies and practices.

**During Site Visit:**

- Do not share children's full names or locations on social media. Turn off location devices that automatically populate the location on social media. Please follow Save the Children's safeguarding guidelines for social media and communications.

After Site Visit:

- Do not share children's full names or locations on social media. Please follow SC's child safeguarding guidelines for social media and communications.

1.4 Ensure all site visits are authorized, and visit procedures are followed.**Procedure:****Before Site Visit:**

- All site visitors must go a thorough background check in advance of the visit. The organizer of the visit must send the Save the Children representative a background authorization form in advance of the visit. The Save the Children visitor must complete, sign and return the form to the visit organizer. The **Authorization to Obtain Background Reports** form must be signed by hand in pen (electronic signatures are not acceptable). Save the Children does not require an original copy of the form: faxes, scans, and photocopies are fine.
- The background check is good for a year's time. The background check must be completed and cleared before the visit.
- The program office for the site must secure parental/guardian permission for the site visit via a signed consent form.

During Site Visit:

- If a visitor arrives at a program office or site unexpectedly requesting a site visit, staff should explain that a visit cannot take place because the proper forms and background checks have not been completed and notify the appropriate Focal Point of the request. Under no circumstances should a Save the Children guest visit a child, program or community unannounced.
- Visitors must not stay overnight with one or more children benefiting from Save the Children programs who are not part of their immediate or extended family, whether in their house, project premises or elsewhere.
- Sponsors/children may not visit children's/families' or sponsors' homes, respectively. Sponsor visits should take place in a communal, public location (e.g., not at the child's home).
- Sponsor site visits may not exceed two days.
- In the case of a violation pertaining to sponsor visits, the sponsorship relationship will be terminated if deemed necessary (after reviewed for severity of breach).



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ANNEX III

CHILD SAFEGUARDING ACKNOWLEDGEMENT

I acknowledge that I have been provided with and have reviewed Save the Children USA's Policy on Child Safeguarding with the effective date of July 25, 2016 (the "Policy"). **I agree to comply with all aspects of the Policy, and I understand that my ongoing compliance with the Policy is a condition required for my participation in any visits to Save the Children program sites or any other Save the Children related activities.**

This Child Safeguarding Acknowledgement shall have effect for a period of one (1) year from the date on which it has been signed as indicated below.

Signature: _____

Name: _____

Date: _____



Policies and Procedures Reference No.	BIG 7.3
Policy Title	Code of Ethics & Business Conduct
Category	Big 9 Policies
Author	Human Resources
Vice President with Oversight	Vice President, Legal and Risk Services
Approver	Senior Management Team
Purpose and Description	<p>Save the Children's Code of Ethics and Business Conduct requires our employees and other representatives of our organization conduct Agency activities honestly, with integrity and good judgment, in compliance with all applicable laws and regulations, and in the best interests of the Agency and the children, families and communities we serve. The Code also contains specific requirements addressing financial transactions, conflicts of interest, beneficiary safety, gifts and gratuities, and confidentiality.</p> <p>The Code of Conduct contains Save the Children's expectation that those representing the organization will conduct themselves with honesty, integrity, and in compliance with all applicable legal and regulatory requirements.</p>
Compliance Requirement	<input type="checkbox"/> Statute: <input type="checkbox"/> Regulation: <input type="checkbox"/> Industry Standards: <input checked="" type="checkbox"/> Not Applicable
Audience	<input checked="" type="checkbox"/> SCUS <input checked="" type="checkbox"/> All Head Start <input checked="" type="checkbox"/> SCAN <input checked="" type="checkbox"/> Interns, Fellows and Volunteers <input checked="" type="checkbox"/> Board Members and Trustees <input checked="" type="checkbox"/> Employee's Immediate Family Members



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	<input checked="" type="checkbox"/> Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively, "Partners")
Effective date	01/01/06
Revision date	11/02/11
Retirement Rationale	N/A

DEFINITION & ACRONYMS

None.



POLICIES

Statement of Policy

Trustees, officers, employees, volunteers and other representatives of Save the Children US will acquaint themselves with the legal and ethical standards of conduct and restrictions applicable to their duties and responsibilities and will conduct themselves accordingly. Save the Children US trustees, officers, employees, volunteers and consultants are expected to observe the additional standards of personal and business ethics and conduct specified in this Policy and to conduct themselves in a manner that will not be an embarrassment or detriment to Save the Children.

Introduction

Save the Children's work is inspired by the vision of a world in which every child attains the right to survival, protection, development and participation. Our values – Accountability, Ambition, Collaboration, Creativity and Integrity – describe in broad terms the high standards to which we hold ourselves. We commonly identify ourselves as the world's leading independent organization for children.

When we act in a way that is consistent with our identity and standards, we build trust and strengthen our ability to deliver our mission for children successfully. When we fail to act according to our identity and standards, we risk the failure of our mission and damage to our reputation.

Building on our vision, identity and values, Save the Children US's Code of Ethics & Business Conduct represents our commitment to work for children with integrity, honesty and good judgment, and in the best interests of the Agency and the children, families and communities we serve. It requires that our conduct upholds the Agency's reputation, is respectful of the rights of others, and complies with all applicable laws, regulations and standards.

What's Inside?

Our Code of Ethics & Business Conduct contains the following sections, which describe specific requirements for Save the Children representatives.

Compliance with Law, Regulations and Standards

Financial Transactions/Records and Reports

Gifts and Gratuities

Conflicts of Interest

Beneficiary Safety and Protection Confidential and Proprietary Information

Reporting a Possible Violation

Each section starts with a "statement of practice" that states what the policy is, followed by additional information to help you understand how to apply the policy in practice. Our Code will not address every situation you may come across, but in the sections below you will find guidelines meant to help you make decisions consistent with Save the Children's vision, identity, and values. If you have



questions about Save the Children's Code of Ethics & Business Conduct or would like guidance about a specific matter, speak to your supervisor or contact the Legal & Compliance, Finance, or Human Resources Departments for assistance.

I. Compliance with Law, Regulations and Standards

Statement of Practice: Employees and representatives will at all times comply with all prevailing and applicable laws, regulations and standards, in keeping with the highest legal and ethical principles.

As a representative of Save the Children, you must be familiar and comply with:

- The laws and regulations of the United States and the countries in which the Agency works;
- Save the Children's own policies and procedures; and
- Professional standards common to other charitable and non-governmental organizations.

If you have any questions about the laws, regulations and standards that apply to your work for Save the Children, speak to your supervisor or contact the Division of Legal & Risk Services for assistance.

II. Financial Transactions / Records and Reports

Statement of Practice: All financial transactions, records and reports will comply with donor requirements and applicable financial and accounting standards.

Save the Children has put in place a range of procedures and controls to ensure that all financial transactions comply with agency and legal requirements and applicable financial and accounting standards. The following are some examples:

- Record all financial transactions accurately and properly. No undisclosed or unrecorded funds or assets may be established or maintained for any purpose.
- Use only headquarters-approved bank accounts for payments and cash transactions.
- Do not take loans on behalf of Save the Children from local lending institutions or individuals without the prior written approval of the Vice President for Finance.
- Ensure that financial data submitted to donors, including governments, is accurate, complete, current and meets the requirements of the grant or contract.
- Do not make personal loans or personal advances to staff or consultants under any circumstances without the prior written approval of the Vice President for Finance.
- Account for and document travel advances within 30 days.
- In the case of compensation advances where staff business travel prohibits the normal receipt of funds, obtain two levels of written supervisory approval.



If you have any questions about financial transactions, records and reports, speak to your supervisor or contact the Division of Finance for assistance.

III. Gifts and Gratuities

Statement of Practice: All gifts and gratuities, whether to be given or received, will comply with applicable laws, rules, regulations, agency policies, and local standards and customs and will not result in obligating either party.

In the United States and elsewhere, giving and receiving gifts is bound by a variety of rules, standards and customs, as well as good sense. In some cases, it may be OK to give or accept small gifts, donations, payments or favors, but be sure you understand all requirements and customs that may apply and have thought the matter through carefully.

The following gifts or payments are not acceptable under any circumstances:

- Political contributions made from Save the Children funds.
- Payments to anyone, including government officials, candidates for a political office, any political party or party official, or others whom you believe might pass that payment onward to any of these prohibited parties in order to obtain or retain business.
- Gifts, entertainment, favors, or reimbursement of expenses for employees (or the families of employees) of Save the Children by a supplier of Save the Children.

The following gifts or payments may be acceptable:

- Gifts with a value of less than \$10 for Members of Congress or their staff, and meals and event invitations subject to the rules established by the U.S. House of Representatives and the U.S. Senate.
- Giving or receiving token gifts, entertainment, or meals in line with local customs and laws, that amount to less than \$50 in value (or the equivalent in local currency), and do not obligate either party.
- Travel and participation in a business-related, group activity hosted by a supplier or customer representative, with the approval of your supervisor and next-level supervisor.

If you have any questions about a gift, payment or other transaction, speak to your supervisor or contact the Division of Legal & Risk Services for assistance.

IV. Conflicts of Interest

Statement of Practice: All conflicts of interest involving employees (or the families of employees) must be disclosed in writing to the employee's supervisor and next level supervisor, and the employee must not take part in decisions related to the transaction.



What is a conflict of interest? Simply put, a conflict of interest occurs when your obligations to Save the Children can be influenced or compromised by competing personal or financial interests, commitments or loyalties. Save the Children seeks to avoid both the appearance of and any actual conflict of interest.

The following are some examples of conflicts of interest:

- When an employee or family member has a connection to, or significant financial interest in, another party which does or seeks to do business with Save the Children.
- When an employee engages in an independent business venture or works for another organization in a way that prevents the employee from devoting the time and effort to Save the Children required by his or her position.
- When an employee diverts a business opportunity of Save the Children to another person or organization.
- When an employee participates in an employment-related decision regarding a family member or other person with whom the employee has a close personal relationship.

Resolving Conflicts of Interest

Conflicts of interest arise in many contexts and do not necessarily mean the transaction cannot go forward. If you have a conflict of interest:

1. You must report it promptly and in writing to your supervisor and next level supervisor; and
2. You must not take part in decisions related to the transaction. (If you are in doubt about a potential conflict, speak with your supervisor.)

V. Beneficiary Safety and Protection

Statement of Practice: Employees and other representatives of Save the Children have a duty to treat the children, families and communities we serve with dignity and respect and to ensure their safety and protection.

In 2002 the Inter-Agency Standing Committee (IASC), an organization established to coordinate humanitarian assistance, established the following core principles for implementation by humanitarian organizations to ensure beneficiary safety and protection:

- Sexual exploitation and abuse by employees constitute acts of gross misconduct and are grounds for termination of employment.
- Sexual activity with children (persons under the age of 18) is prohibited regardless of the local age of majority or age of consent. Mistaken belief in the age of a child is not a defense. The



only exception in applying this principle may be in the instance where an employee is legally married to someone under the age of eighteen.

- Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior, is prohibited. This includes exchange of assistance that is due to beneficiaries.
- Sexual relationships between employees and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- Where an employee develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether employed by Save the Children or not, s/he must report such concerns via established Save the Children reporting channels.
- Employees are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of this Code of Conduct. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

Employees must treat all beneficiaries with dignity and respect and be sensitive to actions that could be misunderstood or appear disrespectful or intrusive (for example, be sure to ask permission before taking a photo of an individual).

If you have any questions about beneficiary safety, speak to your supervisor or contact the Legal & Risk Services or Human Resources Division for assistance.

VI. Confidential and Proprietary Information

Statement of Practice: Employees and other representatives of Save the Children will maintain and protect confidential and proprietary information from unauthorized disclosure to and use by any third party.

Save the Children possesses information (whether in written or electronic form, or communicated orally) that has been created, discovered and developed by the Agency, or has been disclosed to the Agency and/or to individuals working in the Agency under the obligation of confidentiality.

Confidential information includes:

- Trade secrets
- Donor lists
- Information concerning beneficiaries and programming
- Financial accounts and reports
- Projections
- Marketing or programmatic plans or strategies
- Software and computer programs
- Information concerning employees and their families (including salary, personnel and medical information)



- Confidential correspondence
- Information about other organizations associated with the Agency's work

Proprietary information includes:

- Art work
- Photography

Save the Children employees and other individuals having access to Confidential and Proprietary Information are required, during and after employment with the Agency, to keep all such Confidential and Proprietary Information in strictest confidence.

Unauthorized disclosure or carelessness in the handling of Confidential and Proprietary Information may be grounds for discipline up to and including dismissal from employment and may also be grounds for legal action.

Confidential and Proprietary Information is specific information. This policy is not intended to prevent you from utilizing your general knowledge, intellect, experience and skills for gainful employment elsewhere if you are no longer working for Save the Children.

If you have any questions about the handling and protection of confidential and proprietary information, speak to your supervisor or contact the Human Resources, Finance, or Legal & Risk Services Division for assistance.

VII. Reporting a Possible Violation

Statement of Practice: Employees and other representatives of Save the Children will report promptly any possible violations of the Code of Ethics & Business Conduct or other Save the Children policy to their supervisor, their Vice President or to any of the Agency's central reporting channels. Save the Children will not tolerate any retaliation against or harassment of an employee who has reported a concern in good faith.

When misconduct occurs, it affects Save the Children's ability to achieve its mission for children. As an employee of our organization, you are required to report any concerns you have about possible violations of our Code of Ethics and Business Conduct or any other Agency policy. When you communicate a concern, you help the Agency prevent misconduct and contribute to an ethical culture at Save the Children.

Instructions for making a report are outlined in Save the Children's policy "Resolving Employee Grievances and Reporting Policy Violations."

Save the Children practices a zero-tolerance approach in connection with any form of retaliation against or harassment of an employee who has reported a concern in good faith. Retaliation and harassment will result in discipline against the harasser, up to and including discharge from employment.



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If you have any questions about our Code of Ethics and Business Conduct or procedures for reporting a concern, speak to your supervisor or contact the Legal & Risk Services, Finance, and/or Human Resources Divisions for assistance.

PROCEDURES

None.



TRAINING REQUIREMENTS

Training Course	Frequency	Training moment
Code of Ethics & Business Conduct Online Training Module	Yearly	Within first 90 days of employment; yearly thereafter
New Employee Orientation Training	One-off	Within first 90 days of employment

MONITORING MECHANISMS

What are you monitoring?	Data source	Action Owner	Escalation levels	Frequency
Policy is being communicated to all new hires	Attendance confirmation at New Employee Orientation; Cornerstone	Associate Director, Employee Engagement	Vice President, Legal & Risk Services	One-off
Staff receipt acknowledgement in writing during onboarding	Code of Ethics & Business Conduct Acknowledgement	Coordinator, Human Resources	1) Human Resources Business Advisor 2) Vice President, Human Resources	One-off
Policies and procedures are reviewed at least every 3 years	Expiry date from the Policies and Procedures Library	Policies and Procedures Library Administrator	Vice President, Legal and Risk Services	Quarterly

EXCEPTION APPROVAL PROCEDURE

Procedure/ Action	Action Owner
None	N/A



VERSION CONTROL

Version number	Version Date	Revisions made
4	4/20/17	Revised format
3	2/24/16	Revised to new template; department/divisions updated
2	11/2/11	Unknown
1	1/1/06	Code of Ethics & Business Conduct Policy first created and approved



Policies and Procedures Reference No.	COMPL-01.4
Policy Title	Zero Tolerance Policy for Fraud, Bribery, and Corruption
Category	Big 9 Policies
Author	Chief Compliance Officer
Vice President with Oversight	Vice President and General Counsel
Approver	Senior Management Team
Purpose and Description	These policies and related procedures describe Save the Children's zero tolerance approach to fraud, bribery, and corruption and reinforces our commitment to the highest standards of corporate governance, fiduciary duty, responsibility, and ethical behavior.
Compliance Requirement	<input checked="" type="checkbox"/> Statute: Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq. <input checked="" type="checkbox"/> Regulation: 48 C.F.R. § 9.4; 2 C.F.R. § 200.113 <input checked="" type="checkbox"/> Industry Standards: USAID Fraud Prevention and Compliance Standards; Transparency International Handbook of Good Practices: Preventing Corruption in Humanitarian Operations Circumstances <input type="checkbox"/> Not Applicable
Audience	<input checked="" type="checkbox"/> SCUS <input checked="" type="checkbox"/> All Head Start <input checked="" type="checkbox"/> SCAN <input checked="" type="checkbox"/> Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively, "Partners")
Effective date	May 5, 2015
Revision date	March 5, 2018
Retirement Rationale	N/A



POLICIES

1. Zero Tolerance Policy

Save the Children Federation Inc., Save the Children Action Network, and Save the Children Head Start (collectively, "SCUS") are committed to the highest standards of corporate governance, fiduciary duty, responsibility and ethical behavior. Fraud, bribery, and corruption go against our core values of Accountability, Ambition, Creativity, Collaboration, and Integrity, diminish our impact for children, undermine the viability of our organization, and breach the trust placed in us by our donors.

SCUS has a **zero tolerance** policy with respect to fraud, bribery, corruption, and other forms of corporate dishonesty in its programs and operations. For the purposes of this policy, the following definitions apply:

- **Fraud** – Any act or omission that intentionally misleads, or attempts to mislead, another party in order to obtain a financial or other benefit or to avoid an obligation.
- **Bribery** – Giving, paying, promising, offering, or authorizing the payment of anything of value to any party to influence any person or entity to act improperly.
- **Corruption** – The use or abuse of one's authority or position within Save the Children for private gain.

Conduct that constitutes fraud, bribery, or corruption includes, but is not limited to, the following:

- **Abuse of a Position of Trust** – The improper use of one's position within SCUS or a connected organization to materially benefit oneself or any other party (*e.g.*, intentionally providing confidential material – such as the contents of a tender process – to a third party).
- **Bank or Check Fraud** – The dishonest manipulation of any banking system or record (*e.g.*, a check, bank statement, or electronic transfer).
- **Brand Fraud** – The use of Save the Children's name, branding, or documentation for unauthorized or illegitimate ends.
- **Corruption of Government Officials** – Giving gifts to Government Officials in violation of applicable laws and/or gifts and ethics rules or making payments that are not required by law to Government Officials or to another person at the request of the Government Official. This includes so-called "Facilitating Payments."
- **Embezzlement** – The misuse of funds, property, resources, or other assets that belong to SCUS or a connected organization or individual for personal gain.
- **Expenses Fraud** – The dishonest use of the expenses system to pay money or other benefits to which the recipient is not entitled or the falsification of expense reimbursement reports.
- **False Accounting** – The deliberate entry of false or misleading information into any form of accounting or financial record or the deliberate omission of relevant information, including maintaining "off-book" accounts.



- **Forgery or Falsification of Documents** – The dishonest creation, alteration, signing, or use of all or any part of a document, including without limitation contracts, reports, or other records.
- **Paying or Receiving Kickbacks** – Payments improperly made to an individual by a supplier or vendor, usually in exchange for unduly providing a business advantage or benefit to the supplier or vendor.
- **Money Laundering** – The concealment of illegally obtained money.
- **Nepotism or Patronage** – The improper use of one’s employment to favor or materially benefit friends, relatives or other associates.
- **Payroll Fraud** – The manipulation of the payroll system to make unauthorized payments to oneself or another.
- **Procurement Fraud** – Any dishonest behavior relating to procurement or tendering process, (e.g., falsely creating bids or quotes, sharing confidential procurement-related information with third parties, paying for product that does not meet the description of the product SCUS contracted to purchase, or agreeing to requests for false invoices).
- **Supply Chain Fraud** – The misdirection or theft of goods, forging of stock records, or creation of fictitious companies through which to channel payments.
- **Tax or Duty Evasion** – The avoidance of paying a tax or other duty that one is aware should be paid.
- **Theft** – The taking of anything of value that belongs to another.
- **Undisclosed Conflicts of Interest** – Failing to disclose accurate and complete information about personal or financial interests, commitments, or loyalties that relate to one’s duties at Save the Children.

2. Compliance with Applicable Laws and Regulations

SCUS’s policy is to comply with all applicable laws pertaining to fraud, bribery, and corruption, including the Foreign Corrupt Practices Act (FCPA) and relevant donor requirements pertaining to fraud reporting and investigations. In the event of any perceived difference between the requirements of this Policy and any legal requirement, SCUS should always act in accordance with the highest applicable standard. For a detailed discussion of the FCPA, see Annex A.

3. Prevention and Detection of Fraud, Bribery and Corruption

In addition to personally refraining from the types of conduct prohibited above, all SCUS employees are responsible for taking appropriate steps to prevent, deter, and detect fraud, bribery, and corruption within their areas of responsibility. As set forth in Procedure II, SCUS employees should consider fraud, bribery, and corruption risks at the outset of new programs, operations, or other significant activities and take reasonable steps to mitigate those risks (in coordination with SCI, where appropriate). All SCUS employees and, especially Managers, must routinely monitor program activities and operations for any irregularities that could suggest the presence of fraud, bribery,



corruption, or corporate dishonesty and report any concerns in compliance with the procedures set forth below.

4. Reporting Requirements and Whistleblower Protections

As detailed in Procedures III and IV, all SCUS employees or Partners who suspect any type of behavior that is inconsistent with this Policy is occurring, may have occurred, or may occur must report it to their manager, the Legal Department, or through SCUS's anonymous hotline: <http://savethechildren.ethicspoint.com>. As indicated in Procedure V, reports of misconduct or concern may be made without fear of harassment, demotion, dismissal, disciplinary action, remedial action, suspension, threats or any method of retaliation by any party. SCUS will not tolerate any retaliation against an employee for making an allegation of fraud, bribery, or corruption in good faith.

5. Accountability of SCUS Management

As stated in Procedures VI and VII, SCUS Management is committed to taking all appropriate disciplinary, legal, and other corrective action in light of any findings of fraud, bribery, or corruption and to taking steps following any incidents of fraud, bribery, or corruption to review controls and protocols to identify and address any gaps or weaknesses in our procedures or, where relevant, our Partners' procedures.

6. Seeking Guidance About this Policy

The SCUS Chief Compliance Officer oversees and manages SCUS's anti-fraud and anti-corruption compliance efforts, and is responsible for the administration of this Policy. Any questions or concerns regarding topics covered in this Policy may be directed to your manager or the Chief Compliance Officer.

PROCEDURES

#	Procedure/ Action
I. General Compliance with the Zero Tolerance Policy	
1.	At the time of their onboarding or as directed by their managers, all SCUS employees must receive training on the contents of this Policy and certify that they have read and agree to comply with all provisions of this Policy. The certification may be submitted through an online training course.
2.	SCUS Employees in positions with internal control responsibilities (e.g., legal, compliance, risk management, finance, procurement, and internal audit) will receive trainings associated with detecting, preventing, reporting, investigating, and addressing fraud, bribery, and corruption relating to these particular areas, as requested by their manager.
3.	SCUS employees are encouraged to seek guidance from managers, relevant departments (e.g., Finance or Human Resources), or the Chief Compliance Officer any time questions arise about fraud, corruption, and bribery.



II. Prevention and Detection of Fraud Bribery and Corruption

- | | |
|----|--|
| 1. | All SCUS employees must be alert to potential fraud, bribery, or corruption risks in their area of responsibility and take reasonable steps to verify the accuracy of information in documents that they create or approve. If there is any reason to believe something is inaccurate in a document they are signing, distributing, or reviewing, SCUS employees have an obligation to find out whether it is inaccurate and correct it or report the inaccuracy. |
| 2. | SCUS Division VPs shall ensure that potential fraud, bribery, and corruption risks arising from activities and business processes under their management are assessed and reasonably mitigated. Key areas of potential risk include: international and remote programming in locations with moderate to high corruption risk; procurement of goods and services; working with Partners (see Procedure IV, below); conflicts of interest; providing and receiving hospitality, including gifts, meals, entertainment, travel, and other benefits; and interactions with government officials or entities (see Annex A on the Foreign Corrupt Practice Act for information about interactions with foreign officials). |
| 3. | Resources to assist SCUS staff in assessing and mitigating fraud risks in their areas of responsibility are included in Annex B and are available on the Legal site on SaveNet. |

III. Employee Reporting of Fraud, Bribery and Corruptions Concerns

- | | |
|----|--|
| 1. | <p>SCUS employees must promptly report any information or suspicion concerning fraud, bribery, or corruption in SCUS's programs or operations (including those implemented by Save the Children International (SCI) on our behalf) through one of the reporting mechanisms:</p> <ul style="list-style-type: none"> • Consistent with the <i>Policy on Resolving Employee Grievances and Reporting Possible Agency Policy Violations or Other Misconduct</i>, SCUS employees may report the matter to their direct managers or the Senior Manager of their Team or Department, who will refer the matter to the Chief Compliance Officer. • If an SCUS employee has any concern about reporting through their Team or Department Management, they can report the matter to the Legal Department directly via hotline@savechildren.org • SCUS employees also may file an anonymous report: <ul style="list-style-type: none"> ○ online at http://SavetheChildren.EthicsPoint.com or ○ via phone +1 (844) 287-1892 in the United States. If you are outside of the United States and would like to report by phone, go to http://SavetheChildren.EthicsPoint.com for a full listing of contact numbers by country. |
| 2. | Information or suspicion concerning fraud, bribery or corruption must be reported by SCUS employees through one of the above mechanisms regardless of whether the suspected incident occurred in the U.S. or overseas in an SCI or other partner office. If/as relevant, the Chief |



	Compliance Officer will inform SCI of allegations involving its programs, offices, staff and/or assets.
3.	Failure to report a reasonable suspicion of fraud, bribery, or corruption in accordance with this Policy will be treated as a serious issue and may result in disciplinary action being taken.
4.	Reports should be factual and include as much detail as possible so that SCUS can properly assess the nature and extent of the allegations. Reports will be treated confidentially upon request, to the extent permitted by applicable legal requirements.
IV. Rules and Procedures for SCUS Partners (other than SCI)	
1.	SCUS Budget Holders or Business Teams responsible for managing relationships with sub-awardees, vendors, suppliers, consultants and others to whom we provide assets in exchange for services or products ("Partners") should be alert to red flags indicating potential fraud, bribery, or corruption by the Partner and take reasonable steps to assess and monitor risks related to fraud, bribery, and corruption. Such monitoring can include exercising contractual audit clauses, ensuring commissioned work has been performed, ordered goods have been received before paying invoices, performing random site visits, and routinely checking inventory.
2.	SCUS's Partners shall receive and review this policy prior to executing their agreements with SCUS. The policy shall be provided to the Partner by the SCUS Department Issuing the agreement to them.
3.	Agreements with SCUS Partners shall include provisions in which the Partner acknowledges this Policy, and agrees (1) to report any credible allegations of fraud, bribery, or corruption related to their work with SCUS, (2) cooperate fully with any investigation or inquiry by SCUS and its donors, and (3) reimburse SCUS for all liabilities, losses, costs, penalties, charges, or other amounts incurred by SCUS due to a violation or breach by a Partner of this Policy. Pre-approved language satisfying these requirements is set forth in Annex C. Any exceptions to this requirement must be approved in writing by the Legal Department.
V. Whistleblower Protections	
1.	As set forth in SCUS's Code of Ethics and Business Conduct, every SCUS employee and Partner has the right to address ethical concerns in good faith without fear of retribution, including punishment or harassment from co-workers, managers, or SCUS management. Reports of concerns will be treated confidentially upon request, to the extent permitted by applicable law. SCUS forbids retaliation of any kind against employees and Partners who in good faith report potential or actual violations of this Policy. If working on a USG-funded award, SCUS employees and Partners are also afforded the employee whistleblower protections and rights provided under 41 U.S.C. § 4712.
VI. Investigating and Remediating Allegations of Fraud, Bribery, and Corruption	



1.	SCUS employees must cooperate fully with any investigation or inquiry by SCUS and preserve all records relating to any alleged fraud.
2.	The Chief Compliance Officer, his/her delegate, or the General Counsel is responsible for recording and reviewing all allegations of fraud, bribery, and corruption relating to SCUS activities and operations and determining the appropriate next steps.
3.	<p>Unless otherwise directed by the Chief Compliance Officer or the General Counsel, credible allegations of fraud, bribery, and corruption shall be investigated as follows:</p> <ul style="list-style-type: none"> • Consistent with the Master Programming Agreement between SCUS and SCI, credible allegations arising from SCUS's international programs implemented by SCI shall be investigated by SCI, with results reported to the Chief Compliance Officer; and • Credible allegations arising from SCUS's domestic programs and operations shall, at the request of the Chief Compliance Officer, be investigated by the Internal Audit Department with support from other SCUS divisions as appropriate, with the results reported to the Chief Compliance Officer. <p>At the direction of the Chief Compliance Officer and/or the General Counsel, SCUS may assign additional staff to any investigation or retain an external party to conduct or assist in any investigation.</p>
4.	The findings from any fraud, bribery, or corruption investigation conducted by SCUS shall be documented in writing and filed with the allegation. If the investigation identifies any misconduct by an employee or Partner of SCUS or any weakness in SCUS's internal controls, then the report shall include recommendations on how to respond, including measures to prevent or deter similar misconduct in the future.
5.	SCUS Management shall take timely and appropriate corrective action in response to any recommendations arising from a fraud, bribery, or corruption investigation. Such actions shall be documented in writing by Management and the management actions will be monitored by the Internal Audit Department with results reported to the CCO (unless another representative of Management, if this responsibility is delegated).
6.	As appropriate, the Chief Compliance Officer, his/her delegate, or the General Counsel shall provide notice and updates on fraud, bribery, and corruption allegations and investigations to relevant SCUS staff, SCUS's external auditors, and SCUS's Board of Trustees. In addition, and in accordance with applicable regulations and donor terms and conditions, the Chief Compliance Officer, his/her delegate, or the General Counsel shall provide notice and updates to SCUS donors, federal or state law enforcement agencies, and other persons or entities.
VII. Consequences for Violations	
1.	Participating in fraud or corruption can result in serious criminal, civil, and reputational, consequences for SCUS, for individual SCUS employees, and for SCUS Partners.



2.	Any SCUS employee who is found to have engaged in fraud, bribery, or corruption or to have known that fraud, bribery, or corruption was ongoing and not reported it in compliance with this policy and procedures shall be subject to disciplinary action up to and including separation from SCUS and to legal action by SCUS. SCUS may also disclose information concerning their identity and actions to donors, government regulators, enforcement agencies, and other entities.
3.	SCUS will also take appropriate remedial measures if any SCUS or SCI Partner is found to have engaged fraud, bribery, or corruption in their interactions with SCUS or SCI, including terminating the relationship with the Partner, barring them from participating in future work, and taking additional legal action where appropriate. SCUS may also disclose information concerning their identity and actions to donors, government regulators, enforcement agencies, and other entities.

TRAINING REQUIREMENTS

Training Course	Frequency	Training moment
Fraud, Bribery, and Corruption Awareness Training	Every 2 years	Initial training within three months of induction or, for current employees, within three months following promulgation of this Policy. Subsequent trainings will be provided according to agency training calendar.
Other trainings as directed by the Senior Management Team or Division Vice Presidents based on specific risks and responsibilities	To be decided on a case-by-case-basis	To be decided on a case-by-case-basis

MONITORING MECHANISMS

What are you monitoring?	Data source	Action Owner	Escalation levels	Frequency
Policies and procedures are being communicated	Certifications on file with Human Resources	Policies and Procedures Management	Vice President of Human Resources	Annual



to relevant audience		System Administrator		
Relevant Trainings	Human Resources training tracker	Human Resources	Vice President of Human Resources	Annual
Reporting of Fraud, Bribery, and Corruption Information	Emails to hotline@savechildren.org and reports to Ethicspoint	Associate Legal Counsel	Chief Compliance Officer	Annual
Incorporation of anti-corruption clause into partner agreements	Partner and Vendor Agreements	Grants & Contracts; Strategic Sourcing; Legal	Chief Financial Officer General Counsel	As needed
Policies and procedures are reviewed at least every 3 years	Expiry date from the Policies and Procedures Library	Policies and Procedures Library Administrator	Vice President(s) who has oversight of the policies and procedures.	Quarterly



EXCEPTION APPROVAL PROCEDURE

Procedure/ Action	Action Owner
Submit a written request to the Chief Compliance Officer, setting forth the relevant circumstances and the reasons for the requested exceptions.	Employee seeking exception to Policy
Review the request and respond to the employee seeking the exception	Chief Compliance Officer (or his/her delegate)
File and retain relevant documents	Chief Compliance Officer (or his/her delegate)

VERSION CONTROL

Version number	Version Date	Revisions made
COMPL-01.4	March 5, 2018	Revision of existing Zero Tolerance Policy
COMPL-01.3	May 5, 2016	Revision of existing Zero Tolerance Policy
COMPL-01.2	May 5, 2015	Revision of existing Zero Tolerance Policy
COMPL-01.1	November 23, 2013	
COMPL-01.4	March 5, 2018	Revision of existing Zero Tolerance Policy



Annex A:

The FCPA and Other Anti-Corruption Laws

The prohibition on bribery in this policy covers dealings with any party. However, interactions with government officials present heightened risk, and thus receive special attention in this Policy and in many international and domestic anti-corruption laws – including the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act (“UKBA”), and other applicable laws.

FCPA

The FCPA was enacted by the U.S. Congress in 1977. The FCPA is aimed at preventing corrupt practices by business organizations and individuals doing or seeking business in foreign countries. As a U.S. entity, SCUS, as well as every SCUS employee, is subject to the FCPA. In addition to the FCPA, SCUS and its employees may be subject to other anti-corruption laws and regulations, particularly the laws of those countries in which SCUS operates or has a physical presence, or where we conduct or seek to work.

Anti-Bribery Provisions

The FCPA’s anti-bribery provisions prohibit certain entities, such as SCUS, and their officers, directors, employees, and representatives, as well as third parties under their control or direction, from:

- Offering, promising, authorizing, or paying
- Anything of value (whether money or gifts, hospitality, etc.)
- Directly or indirectly (e.g., through another party)
- To a foreign official (including any officer or employee, or elected or appointed official, of a local, state, provincial, regional or national government, at any level; anyone “acting in an official capacity” on behalf of a government to carry out government responsibilities; any political party, party official, or candidate for political office; any official or employee of a public international organization such as the World Bank, the United Nations, or the International Organization for Migration; or any officer or employee of a state-owned entity.
- With a corrupt intent to
- Obtain or retain business or an improper advantage (e.g., award of contract, favorable tax or customs treatment, etc.).

Facilitating Payments

The FCPA provides a very narrow exception for payments made to low-level government officials in order to expedite or secure routine government actions, such as processing paperwork. However, many other anti-corruption laws, including the UKBA, make facilitating payments illegal, and they are prohibited by Save the Children International’s Policy on Fraud Bribery and Corruption. Because of the many legal and ethical issues they pose, facilitating payments are likewise prohibited by the SCUS.

Penalties and Sanctions

Under the FCPA, companies are subject to criminal and civil liability, including criminal prosecution (in federal court), criminal and civil fines, disgorgement of profits, and prejudgment interest. Individuals are also subject to criminal and civil liability, including criminal prosecution and incarceration, criminal and civil fines, and other consequences. An individual may be the target of a DOJ or SEC enforcement action under the FCPA independent of any related action against SCUS.



Additional collateral sanctions for companies include termination of government licenses, debarment from contracting with U.S. and other governments and international organizations (e.g., USAID or the World Bank). Further, enforcement agencies are increasingly seeking appointment of independent compliance monitors over FCPA corporate violators for multi-year periods, a process that can be very expensive and cumbersome for companies.

Other Anti-Corruption Laws

In addition to the FCPA, we must also be mindful of the laws of the countries in which we operate or where we seek to conduct any business. Many countries have enacted laws designed to prohibit and penalize acts of corruption and bribery, which apply to us because of our status in those countries. Please direct questions about compliance with the FCPA, the UKBA, or any other anti-corruption laws or regulations to the SCUS Chief Compliance Officer.



**Annex B:
Fraud, Bribery, and Corruption Risk Assessment and Mitigation Resources**

An interactive, web-based training on fraud, bribery and corruption for all SCUS staff is available on Cornerstone.

In addition, several of SCUS's core policies and procedures address fraud risks in our operations. These include:

- the SCUS Procurement Policy;
- the SCUS Code of Ethics and Business Conduct;
- the SCUS IT Procedures and Guidelines; and
- the SCUS Employee Entertainment Expenses Policy

SCUS and SCI have also jointly developed tools to identify fraud risk in our programs, including the SCI Joint Opportunity Risk Tool and the SCI Award Risk Assessment, and in our work with partners, specifically the SCI Partner Assessment Tool. SCI has also developed a Fraud Red Flags Guide.

Finally, we encourage staff to review relevant donor resources and best practices from our sector, including:

- USAID Fraud Prevention and Compliance Standards;
- Transparency International Handbook of Good Practices: Preventing Corruption in Humanitarian Operations Circumstances;
- Global Fund "i Speak Out Now" eLessons on Coercion, Collusion, Corruption, and Fraud.

Please contact the SCUS Chief Compliance Officer if you require with any requests for additional fraud, bribery and corruption risk assessment and mitigation resources.



Annex C: Model Clauses

The following clauses have been approved for use in contracts with SCUS's sub-awardees (excluding SCI), vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products ("Partners") subject to any additional, donor-specific requirements. If you have any questions about the use of these clauses, or if the Partner refuses to accept or wishes to alter the language significantly, please contact the Legal Department. Upon incorporation of this clause into a contract, please replace all references to "the Partner" in square brackets with the appropriate term used throughout the contract (for example, the counterparty's company name).

Anti-Corruption Clauses

[The Partner] represents that its responsible officer(s) have received and reviewed SCUS's Code of Ethics and Business Conduct, SCUS's Zero Tolerance for Fraud, Bribery, and Corruption Policy, and SCUS's Child Safeguarding Policy, and that [the Partner] will comply with these policies in all activities undertaken pursuant to this agreement, including without limitation:

- 1) [The Partner] represents and warrants that it has complied and will comply with all applicable anti-corruption laws. [NB: If the contract includes work to be performed outside the United States, add the following "including the U.S. Foreign Corrupt Practices Act ("FCPA"), and that it has not made, offered, or authorized and will not make, offer, or authorize any payment, gift, promise or other benefit, whether directly or through any other person or entity, to any "government official" (as defined in the FCPA), for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business. Except as otherwise disclosed in writing to SCUS, as of the date of this Agreement's execution and during the term of this Agreement, no "government official" or immediate family member of a "government official" is or will become associated with, or presently owns or will own any interest in [the Partner].]
- 2) [The Partner] shall promptly report to SCUS any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS:
 - a) Reports may be submitted to the Partners' key contact(s) at SCUS; or
 - b) Reports may be made directly to SCUS's Legal Department via hotline@savechildren.org or file an anonymous report:
 - i) online at <http://SavetheChildren.EthicsPoint.com> or
 - ii) via phone +1 (844) 287-1892 in the United States. If you are outside of the United States and would like to report by phone, go to <http://SavetheChildren.EthicsPoint.com> for a full listing of contact numbers by country.
- 3) [The Partner] shall preserve all documents pertaining to any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS and shall cooperate fully in any investigation or audit commenced by SCUS or its donors, including making documents, facilities, and personnel available to SCUS or its donors.
- 4) [The Partner] shall promptly and fully reimburse SCUS for any losses or penalties arising from any incident of fraud, bribery, or corruption involving their employees or agents and shall hold SCUS harmless from and against any claims, demands or expenses (including attorney's or other professional fees) arising from or relating to [the Partner's] noncompliance with the terms of the anti-corruption clauses of this Agreement.



- 5) SCUS shall have the right to terminate this Agreement with immediate effect, and shall have no further obligation to [the Partner] if SCUS reasonably believes that [the Partner] is in noncompliance with the anti-corruption clauses of this Agreement.

Policies and Procedures Reference No.	SM 1.1
Policy Title	Policy on Social Media ("Social Media Policy")
Category	Resource Development
Author	Sr. Director, Social Business Strategy & Innovation
Vice President with Oversight	Vice President, Resource Development
Approver	Senior Management Team
Purpose and Description	This policy establishes employees' responsibilities regarding the use of personal and official Save the Children Social Media accounts while employed by Save the Children Federation, Inc. ("Save the Children US"). The purpose of this policy is to establish good use practices that will protect both the employee and Save the Children from damaging our reputation and putting our work at risk.
Compliance Requirement	<input type="checkbox"/> Statute: <input type="checkbox"/> Regulation: <input type="checkbox"/> Industry Standards: <input checked="" type="checkbox"/> Not Applicable
Audience	<input checked="" type="checkbox"/> SCUS (Save the Children US Staff) <input checked="" type="checkbox"/> All Head Start <input type="checkbox"/> SCAN* <input checked="" type="checkbox"/> "External Parties" such as donors, sponsors, sub-awardees, corporate partners, vendors, suppliers, consultants and others <input checked="" type="checkbox"/> Board of Trustees, Interns, and Volunteers *Save the Children Action Network, Inc. has its own Social Media Policy as a separate legal entity.
Effective date	March 1, 2017
Revision date	March 14, 2018
Retirement Rationale	N/A

DEFINITIONS AND ACRONYMS:

Geotagging: the process of adding geographical identification metadata to various media such as a geotagged photograph or video, websites, SMS messages, QR Codes or RSS feeds and is a form of GPS (Global Positioning System) data. This data usually consists of latitude and longitude coordinates.

Internet: the global network of computing device networks.

Personally identifiable information (PII): any data that could potentially identify a specific individual such as first and/or last name, social security number, phone number, email, mailing address, date of birth, school or any combination thereof.

Public Communication: dialogue in the public sphere in order to deliver a message to a specific audience. Speaking events, newspaper editorials, advertisements, email, and Social Media are a few forms of public communication.

Social Media: forms of electronic communication/content used to share information, comments, messages, images, video and other content via a Social Network.

Social Network: A public or private dedicated website or other application that enables users to communicate with each other via Social Media. Examples of private Social Networks are Workplace by Facebook, Yammer, Sharepoint, Skype for Business, Viber, WhatsApp and examples of public Social Networks are Facebook, Twitter, SnapChat, Google+, LinkedIn, YouTube and Skype.

Website: a location on the graphical portion of the Internet typically abbreviated with WWW.

INTRODUCTION

This Policy is intended to provide guidelines to Save the Children US staff around the use of Social Media. It applies to all aspects of Social Media and Social Networking including any content you contribute personal sites, especially when referencing projects or programs on which you may be working.

This Policy will continually evolve as new technologies and Social Networking tools emerge—so it is important to periodically check for updates, which shall be appended at the end in the form of dated revisions.

Certain employees have been authorized to speak to the public as spokespersons. These policies and procedures are related to personal communications/networks and do not pre-empt this authorization. If you are communicating for or on behalf of Save the Children US, you should clearly state your role and be sure that any posting has been pre-approved by the VP of Resource Development and/or his/her designee.

SCOPE

Save the Children US respects freedom of speech and employees' rights and this policy is not meant to infringe upon their personal opinions and/or personal communications. However, in the realm of online Social Networks, the lines are blurred between public and private, personal and professional.

The same principles and policies that apply to Save the Children US employees' activities offline, in general, apply to their activities online. Social Networking activities are subject to all of Save the Children US's policies, including but not limited to "SCUS Child Safeguarding Policy," "Code of Ethics and Business Conduct," "Commitment to Nonpartisan Status Policy," "Harassment Prevention and Sexual Harassment Prevention Policy" and "Use of Property and Electronic Technology Policy."

PROCEDURES

1. **Be Transparent:** You should clearly state that the views being expressed on Social Media are your personal views alone, and do not necessarily represent the views of Save the Children US or its partners. You may use a disclaimer such as "The opinions expressed are my own and do not necessarily represent the views of Save the Children" or a shorter form such as "my own personal views." The ideal place for this disclosure is in the account profile bio/about me section and not in each post. This does not apply if you are posting to internal channels (Workplace by Facebook, SaveNet, etc.). Contact information, such as phone number and email address should be your personal contacts and not your Save the Children contacts unless you are authorized to officially represent Save the Children US. For example, if you sign a petition not officially representing Save the Children US, you should always use your personal contact information (email, phone number, mailing address) and not contact information associated with or issued by Save the Children US.
2. **Be Sensible:** You should ensure that your personal online profile(s) and the content associated with you on the Internet is consistent with how you wish to present yourself to colleagues and constituents as well your friends and family. Use common sense when posting controversial content and if posting something gives you pause, then you should pause. You should assume that anything posted on Social Media even if it seems private, could become public.
3. **Be Truthful:** When posting, any and all statements about Save the Children US should be true and not misleading. In addition all claims about our programs and practices must be substantiated and if the source of the information is a third-party, it should be cited.
4. **Seek Consent:** Employees are required to protect the dignity and privacy of our beneficiaries in any Public Communication in accordance with Save the Children US Child Safeguarding Policy. When posting images or videos, you should check with Save the Children US program staff prior to publication to confirm that the beneficiaries have given permission to use their images publicly.
5. **Ask Permission:** Always get approval to post images from donors and/or colleagues with whom you might be traveling and who are personally identifiable by name or likeness in Social Media. Respect the property rights of others, only include your original content or be sure you have

permission to publish or reproduce material belonging to someone else in your Public Communication.

6. **Follow Terms of Use:** When posting, be sure you follow the terms and conditions for any sites which you may use. Social Media sites such as Facebook, Google+, Twitter, YouTube, and Pinterest all have rules and practices regarding what kind of activities, communications, and content is permitted or prohibited on their Websites. It is your responsibility to respect and adhere to these rules, as you could be ultimately responsible for any violations and jeopardize your participation on these sites.

WHAT TO AVOID

1. **Exact Location:** Do not disclose specific information regarding the location of our programs, or any information which could endanger the wellbeing of children or our staff. It is not permissible to publish exact locations (GPS coordinates, home address, or office address) of programs or location of country offices, except in an emergency. It is especially important that you do not give any information about a child that could lead to the child being traced.
2. **Personally Identifiable Information:** Do not reveal Personally Identifiable Information of yourself, other staff members, or our beneficiaries (children) except when permitted in this Policy.
3. **Internal Information:** Do not publish material about the internal operations of Save the Children US or its affiliates outside of the Agency's protected intranet environments (SaveNet, Workplace, etc.). Similarly, employees should not publish, share, or report on conversations that are meant to be private or internal to SCUS, our corporate partners or peer organizations.
4. **Legal Matters:** Do not comment on anything related to legal matters, litigation, or any parties with whom Save the Children US is in litigation without the appropriate approval from the Office of the General Counsel.
5. **Confidential Material:** While Save the Children US encourages our employees to share our Public Communications (for example the *Forced to Flee: 21st Largest Country* report) the publication of confidential material (i.e. technical or program methodologies; finances; resource strategies; and employment information or employee performance) is not permitted.
6. **Tradename/Logo:** Do not create Social Media accounts or Social Networks for personal or professional use using the "Save the Children" name or logo without prior written approval from the VP of Resource Development.

NON-SECTARIAN, NONPARTISAN SPEECH AND ACTION

To maintain Save the Children US's independence and credibility and to preserve its status as a non-sectarian and nonpartisan organization, personal communications by Save the Children US staff on

sectarian or partisan matters should not be directly or indirectly attributed to or reasonably interpreted as statements by Save the Children US. Remember to use a disclaimer such as “my own personal views and do not represent those of Save the Children.” See our Commitment to Nonpartisan Status Policy.

Remember, the higher your position within our organization (e.g. AVP or above), the more difficult it will be to distinguish between a personal opinion and a statement made by or on behalf of Save the Children US.

USE OF SOCIAL MEDIA IN THE CHILD SPONSORSHIP CONTEXT AND DURING FIELD VISITS

All representatives or official guests of Save the Children US on project visits involving children must be advised of the terms of this Social Media Policy. Once at the project, there should be a verbal presentation made to the guests regarding appropriate conduct. Additional and more specific guidance on Social Media in relation to Child Sponsorship and Field Visits can be found in Exhibit A.

IN CASE OF DOUBT, MISTAKES, OR SUSPECTED POLICY VIOLATIONS

If you make a mistake in any Social Media you publish about Save the Children US, quickly make any necessary corrections/deletions, immediately advise your manager, and notify the VP of Resource Development if necessary.

If you are unsure of any part of this policy, or what may be posted or not posted, please reach out to the Resource Development Division/Social Media Unit (socialmedia@savechildren.org).

If you witness or suspect a policy violation, you should alert your manager of contact the Ethics Hotline: <https://SavetheChildren.EthicsPoint.com> or by phone at 1-844-287-1892 (in the USA) or 1-475-999-3292 (internationally).

CONSEQUENCES OF POLICY VIOLATION

Violation of Save the Children US policies may result in negative employment action, up to and including termination of employment. Any person who is aware of a possible violation of Save the Children US policies has the right and responsibility, and is strongly encouraged, to report such violations so Save the Children US can respond rapidly and take appropriate action.

NOTIFICATION REQUIREMENTS

What are you monitoring?	Forum	Action Owner	Escalation levels	Frequency
Policies and procedures are communicated to relevant audience	All Staff Meeting	Director, Internal Communications	VP, Resource Development	Upon publication (next available)
Policies and procedures are communicated to relevant audience	Savenet	Director, Internal Communications	VP, Resource Development	Upon publication
Policies and procedures are communicated to relevant audience	Weekly Word	Director, Internal Communications	VP, Resource Development	Upon publication
Policies and procedures are communicated to relevant audience	MCM SMT Meeting	SD, Social Business Strategy	VP, Integrated Marketing & Fundraising	Upon launch and revision
Policies and procedures are communicated to relevant audience	Digital Marketing	SD, Social Business Strategy	VP, Integrated Marketing & Fundraising	Upon launch and revision
Policies and procedures are communicated to relevant audience	Social Media	AD, Social Media & Community Management	SD, Social Business Strategy	Upon launch and revision
Policies and procedures are communicated to relevant audience	Sponsorship	Director, Sponsorship Retention Marketing	SD, Sponsorship Marketing, Acquisition & Retention	Upon launch and revision
Policies and procedures are communicated to relevant audience	SCUS Departments	AD, Social Media & Community Management	SD, Social Business Strategy	Biennially

VERSION CONTROL

Version number	Version Date	Revisions made
SM 1.1	March 14, 2018	Revised "category" and "VP with oversight" fields. Policy moved from the Marketing & Communications volume to the Resource Development volume.
MCM No.1	March 1, 2017	Policy first created

EXHIBIT A: USE OF SOCIAL MEDIA IN THE CHILD SPONSORSHIP CONTEXT AND DURING FIELD VISITS

Purpose: To document what Public Communication, Social Media and data can be posted online and via Social Networks by Save the Children US (SCUS) employees and External Parties such as donors, sponsors, sub-awardees, corporate partners, vendors, suppliers, consultants and others in relation to beneficiaries, sponsored children and their communities. This is meant to serve as an internal resource for use by SCUS employees when posting content online as official representatives of SCUS or on personal pages and for creating guidance for External Parties on what they can and cannot post online. The guidance is broken into three categories:

1. **Public Posting by SCUS Employee:** For donor/sponsor acquisition and retention materials on Public Websites, Social Media pages and general public marketing materials.
2. **Public Posting by External Parties:** Social Media posts and other Public Communication (e.g. blogs). Staff members who are not posting on official SCUS channels fall into this category.
3. **Private Posting by Sponsors only:** For sponsor retention experience only on password protected sponsorship portals.

Social Media & Data	Public Posting by SCUS Employees	Public Posting by External Parties	Private Posting by Sponsors only
Child photo/video (appropriately portrayed)	Yes ⁱ	Yes for Intl, No for US ⁱⁱ	Yes
Child first name	Yes ⁱ	Yes	Yes
Child last name	No	No	No
Child birth date	Yes for Intl, No for US ⁱⁱ	Yes for Intl, No for US ⁱⁱ	Yes
Child age	Yes	Yes	Yes
Child gender	Yes	Yes	Yes
Child language	Yes	Yes	Yes
Child sponsorship ID	No	No	Yes
Child interests & activities	Yes	Yes	Yes
Child chores	Yes	Yes	Yes
Child house type	Yes	Yes	Yes
Child parents' first name	Yes	Yes	Yes
Child parents' last name	No	No	No
Child parents' employment (generic)	Yes	Yes	Yes
Child sibling information	Treat content related to siblings under 18 the same as child content detailed in this document. You may treat content related to siblings over 18 similarly to child's parents. Should not be part of a stand-alone communication, can only be included as supporting details in sponsored child communication.		
Child school participation	Yes	Yes	Yes
Child grade level & favorite subject	Yes	Yes	Yes
Child school name	No	No	No
Child school logo	No	No	No
Child school address	No	No	No
Child project participation	Yes	Yes	Yes

Child medical condition	On case by case basis, provided it does not compromise the child's dignity		
Child disability	Not as a marketing product focus, but okay to use natural images that don't compromise the child's dignity		On a case by case basis, provided it does not compromise the child's dignity
Child religion	No	No	No
Child letters and drawings	Excerpts only. No address or location, last name, ID, age or specific, sensitive or confidential info. Must comply with all data-sharing restrictions.		Yes
Child home address	No	No	No
Child telephone number	No	No	No
Child email address	No	No	No
Child Social Media account names	No	No	No
GPS co-ordinates (geo-tagging) of any child's house, sponsored or other	No	No	No
GPS co-ordinates (geo-tagging) of any child photos, sponsored or other	No	No	No
Country name	Yes	Yes	Yes
Country information	Yes	Yes	Yes
Impact area name	Yes	Yes	Yes
Impact area info	Yes	Yes	Yes
Community photo/video with caption	Yes, provided image and caption comply with all data-sharing restrictions. No Geotagging.	Yes, provided image and caption comply with all data-sharing restrictions. No Geotagging.	Yes, provided image and caption comply with all data-sharing restrictions. No Geotagging.
Community/village ID number	No	No	No
Community/village name	Use larger geographic region when possible. If specificity is critical, consider changing a child's name for child safeguarding purposes.	No	Yes for Intl, No for US ⁱⁱ
General community information	Yes	Yes	Yes
SC national office address	Yes	Yes	Yes
SC field office address	Yes	Yes	Yes

ⁱ Refer to the SCUS Child Safeguarding Policy for guidelines on when you should change the name and/or obscure the visual identify of a child.

ⁱⁱ Since the majority of our sponsors live in the U.S, there are more stringent requirements in place for children sponsored in our U.S. programs in order to further protect child privacy.

Bank Information

NOTE: Payments from SCUS will be **ONLY** via **ACH transfer – DOMESTIC** and **WIRE transfer – INT’L**. Incomplete or incorrect information may delay payment.



Save the Children®

USA

GENERAL EXPENSE DIRECT DEPOSIT AUTHORIZATION FORM

SCUS Contact Person: Kayla Lokits

Phone: 859-899-1179

Email: apdept@savechildren.org

This authorization will remain in effect until I provide the company written notice of revocation. The notice of revocation must be provided in a manner specified by the company, or by providing to the same person or office to which this authorization was delivered.

I agree that the credit entries authorized by this agreement shall be subject to the rules of the National Automated Clearing House association or other applicable clearing system as in effect on the date of the transaction.

ENTITY NAME: _____

ATTACH A VOIDED CHECK

FINANCIAL INSTITUTION (BANK) NAME: _____

PHONE: (____) _____ - _____ ACCOUNT TYPE (CIRCLE ONE): CHECKING SAVINGS

BANK ACCOUNT #: _____ ROUTING/ABA #: _____

For organizations outside the US:

COUNTRY: _____

BANK ACCOUNT #: _____ SWIFT #: _____

Signature of Authorized Representative: _____

DATE: ____/____/____

6. ADMINISTRATIVE: Action items:

6.2 AB 119 Orientation Agreement

SIDE LETTER OF AGREEMENT
Between The
TIPTON ELEMENTARY SCHOOL DISTRICT (DISTRICT)
And The
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TIPTON
ELEMENTARY CHAPTER NO. 765 (CSEA)

1. District Notice to CSEA of New Hires

- a. The District shall provide California School Employees Association and its Tipton Elementary Chapter No. 765 (CSEA) notice of any newly hired CSEA employee, within ten (10) days of date of hire, via an electronic email to the CSEA's labor representative. The District will include the following information: full legal name, date of hire, classification, and site.

2. Association Access to Employee Information

- A. Within the first pay period of the month following hire, the District shall provide the California School Employees Association and its Tipton Elementary Chapter No. 765 with the following information for any newly hired employee. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. The contact information shall include the following items, with each field in its own column:
 - a. First Name, Middle Initial, Last Name
 - b. Suffix
 - c. Job title
 - d. Department
 - e. Work location
 - f. Work telephone number
 - g. Home telephone number
 - h. Personal cellular telephone number
 - i. Personal email address
 - j. Home street address
 - k. City
 - l. State
 - m. Zip Code (5 or 9 digits)
 - n. Last four digits of social security number

- B. No later than September 30th, January 31st and May 31st of each school year the District shall provide the information in a-n above to the California School

Employees Association and its Tipton Elementary Chapter 765 for all bargaining unit members.

- C. The District will provide required information in its possession, subject to Government Code Sections 6207 and 6254.3.

3. Association Access to Employee Orientation

- A. The Association shall have access to employees newly hired into positions within the bargaining unit during the District's new employee orientation process as follows:
 - a. The California School Employees Association and its Tipton Elementary Chapter No. 765 shall receive at least ten (10) calendar/business days' notice in advance of an employee orientation, except that shorter notice may be provided where there is an urgent need for an employee to begin work. Alternatively, the District and the Association may agree to less notice.

The California School Employees Association and its Tipton Elementary Chapter No. 765 will be permitted to meet with a newly hired employee in person during the last fifteen (15) minutes of the employee orientation. If release time is necessary for the CSEA designee to present at the new employee orientation, the district shall grant thirty (30) minutes of paid release time.

No employee will be forced to participate in the above Association orientation. If an employee declines to participate, the employee will sign or initial a document indicating that the opportunity to participate in the Association orientation was offered, but declined. An employee's refusal to participate does not constitute a violation by the District of any provision of this section.

4. DURATION OF AGREEMENT


- A. Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2019 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2019, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.

a. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2019.

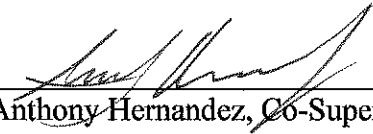
B. Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.



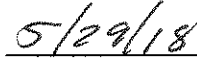
Stacey Bettencourt, Co-Superintendent



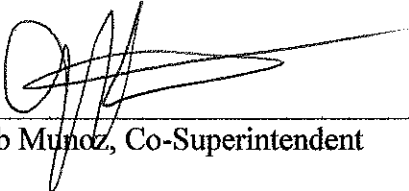
Date



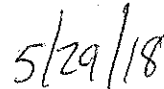
Anthony Hernandez, Co-Superintendent



Date



Jacob Munoz, Co-Superintendent



Date

Priscilla Elliott, Labor Relations Representative

Date

6. ADMINISTRATIVE: Action items:

6.3 Tulare County Plan for Providing Educational Services to Expelled Youth Approved by the Tulare County Board of Education

TULARE COUNTY PLAN
for
PROVIDING EDUCATIONAL
SERVICES
to
EXPELLED YOUTH
APPROVED BY THE
TULARE COUNTY BOARD OF EDUCATION

Jim Vidak

Tulare County Superintendent of Schools



Tulare County
Office of Education

Jim Vidak, County Superintendent of Schools

Plan for Providing Educational Services to Expelled Pupils
between the
Tulare County Office of Education
and the following
Tulare County School Districts

Allensworth School District
Alpaugh Unified School District
Alta Vista School District
Buena Vista School District
Burton School District
Columbine School District
Cutler-Orosi Joint Unified School District
Dinuba Unified School District
Ducor Union School District
Earlimart School District
Exeter Unified School District
Farmersville Unified School District
Hope School District
Hot Springs School District
Kings River Union School District
Liberty School District
Lindsay Unified School District
Monson-Sultana Joint Union School District
Oak Valley Union School District
Outside Creek School District
Palo Verde Union School District
Pixley Union School District
Pleasant View School District
Porterville Unified School District
Richgrove School District
Rockford School District
Saucelito School District
Sequoia Union School District
Springville Union School District
Stone Corral School District
Strathmore Union School District
Sundale Union School District
Sunnyside Union School District
Terra Bella Union School District
Three Rivers Union School District
Tipton School District
Traver Joint School District
Tulare City School District
Tulare Joint Union High School
Visalia Unified School District
Waukena Joint Union School District
Woodlake Union School District
Woodville Unified School District

Legal Basis for Triennial Review of the Plan for Expelled Youth

AB 922 is codified at Section 48926 of the California Education Code, and requires that every three years the county superintendent of schools in counties that operate community schools, in conjunction with superintendents of the school districts within the county, develop a county plan for providing education services to all expelled students (the “Plan”). Once developed, the Plan shall be adopted by the governing board of each school district within the county and by the county board of education.

To meet the requirements of Education Code Section 48926, the Plan for Expelled Youth must:

- Enumerate existing educational alternatives for expelled students (see, Section I);
- Identify gaps in educational services to expelled students, and strategies for filling those service gaps (see Section III); and
- Identify alternative placements for students who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board. (See Section III.)

The processes of, including, but not limited to, referral, admission, entry, and transition referenced in this Plan apply to all students referred to the TCOE Community School Program for any reason, including, but not limited to, expulsion.

Requirement for Educational Program During Expulsion Period

California Education Code Section 48916.1 requires that when a governing board orders that a student be expelled, it must ensure that the student is provided with an education program during the expulsion period. This Plan reflects the programs available to expelled youth enrolled in Tulare County school districts. Section 48916.1 also requires that districts report annual “outcome data” to the Superintendent of Public Instruction by June 30 (see Education Code Section 48916.1, attached as Appendix A).

Outcome Data Required under Education Code Section 48916.1(d)

The outcome data required under Education Code Section 48916.1(d), to be maintained by each school district, includes the following:

- The number of students recommended for expulsion;
- The grounds for each recommended expulsion;
- Whether the student was subsequently expelled;
- Whether the expulsion order was suspended;
- The type of referral made after the expulsion; and,
- The disposition of the student after the end of the period of expulsion.

Implementation of the Plan

Implementation of the Plan is subject to the State’s funding of education during the next three years. Should the State reduce educational dollars resulting in the County program operating at a deficit, the Tulare County Superintendent of Schools (“TCOE”) will create an excess cost agreement in consultation with the County school district superintendents between districts and the TCOE to ensure adequate funding for serving students in the TCOE Community School Program.

I. Existing Educational Alternatives for the Expelled Youth of Tulare County

School districts located within Tulare County offer a range of options for expelled students. Depending on the facts regarding the specific offense, the Education Code violation, and the governing board’s order, a governing board may “suspend” the enforcement of the expulsion order and place the student:

- On the same school campus;
- At a different school campus within the district;
- In an alternative education program within the district; or,
- In an independent study program operated by the district.

A governing board may enforce the expulsion order and refer the student to:

- Its district community day school program;
- A district community day school program operated by another district on the condition that an attendance and behavior agreement has been developed by the districts;
- To the TCOE Community Schools Program; or,
- To a public charter school or to a private school. (The parents/guardians/responsible adults may elect to enroll the student in a private school; however, if they elect to do so, the parents/guardians/responsible adults are responsible for the costs, if any, associated with that private school enrollment.)

II. Tulare County Office of Education Services for Expelled Pupils

TCOE offers education alternatives through its Community School Program. This program requires referrals from the school districts or from the courts and/or probation officers. The referral process is as follows:

A. Referral Process for TCOE Community School Program

In order to refer a student to the TCOE Community School Program, it is necessary that a referral form be completed by the student's referring school district or agency. The referral form includes details regarding the student, including:

- Information regarding the student's Section 504 plan or individualized education program ("IEP") status with relevant paperwork, including, but not limited to, the current Section 504 plan or IEP, all assessment reports for assessments conducted over the past three (3) years, progress reports for the past year, and all manifestation determination documentation related to the incident that is resulting in the referral to the TCOE Community School Program;
- Probation status;
- Dependency status;
- Reason for expulsion with relevant paperwork, including any stipulated expulsion or suspended enforcement agreements;
- Student's progress toward meeting the student's school district of residence's high school graduation requirements, including any relevant information (e.g. adjusted graduation requirements or plan to be a fifth year senior) related to the student's graduation requirements pursuant to California Assembly Bills 1806 (2014) and 2306 (2016) for students who are homeless, foster youth, or have attended a juvenile court school;
- Attendance information from the last school year and the current school year, including any information related to Student's participation in the SARB process (letters, court documents, etc.);
- Immunization records;
- ELPAC (or alternative assessment) and Smarter Balanced Testing;
- Information from any Response to Intervention, multi-tiered system of support, and/or other general education interventions in which the student has participated prior to referral; and,
- The date on which the student will be eligible to return to the school district of residence.

The referring school district or agency shall communicate with the student's parents/guardians/responsible adults regarding all aspects of the referral process.

Upon the TCOE's receipt of a referral from the referring school district or agency, TCOE will determine if it can appropriately serve and/or has space for the student at the TCOE Community School Program. While TCOE attempts to serve as many of the referred students as possible; it is not required to take any students and may not be able to serve all students who are referred.

Reasons that a student may not be accepted into the TCOE Community School Program may include, but are not limited to, the following:

- Insufficient space in the TCOE Community School Program or in the student's specific grade level at the TCOE Community School Program;
- Insufficient space in or unavailability of the special education placement and/or services contained in a student's IEP or Section 504 plan;
- A review of the student's referral reveals potential issues related to child find under Section 504 or special education law;
- A review of the student's referral reveals a potential issue related to failure to assess the student for special education (either initial or re-evaluation) in all areas of suspected disability;
- A review of the student's file reveals that the student's special education placement and/or services per the student's IEP or Section 504 plan is likely inappropriate and the student likely cannot be appropriately served at the TCOE Community School Program;
- A review of the manifestation determination paperwork related to the incident resulting in referral to the TCOE Community School Program reveals that there may be an error—either procedurally or substantively—with the manifestation determination conducted;
- A review of the referral paperwork reveals inadequate general education interventions, especially alternatives to suspension;
- The student was previously unsuccessful in the TCOE Court or Community School Program;
- The student has been enrolled in the Community School Program and juvenile hall over the past six months and should be allowed the opportunity for success on a school district campus prior to additional enrollment in the Community School Program;
- The student's behavior prior to referral is too severe and/or dangerous and will pose a danger to staff and/or other students on the Community School Program campus;
- A victim of the student is already/will be on the Community School Program campus; and/or,
- There is a restraining order involving another student(s) on Community School Program campus.

If the student cannot be appropriately served and/or there is no space available for the student in the TCOE Community School Program, the TCOE Community School Program will notify the referring school district or agency in writing with the general reason(s) for denying admission to the TCOE Community School Program; should the referring school district or agency wish to obtain further information regarding the denial of admission, they may contact [Nicole Rocha/

Administrator of Educational Options at 559-651-2904] via telephone only for further information; no further information will be shared in writing. Additionally, there is no appeal process for denial of admission to the TCOE Community School Program.

The referring school district or agency shall be responsible for notifying the student's parents/guardians/responsible adults that the referral to the TCOE Community School Program was denied; TCOE shall have no responsibility for communicating with the parents/guardians/responsible adults regarding the referral process and/or denial of admission. The referring school district or agency shall not refer the student's parents/guardians/responsible adults to TCOE staff for information regarding these processes and/or additional information regarding a denial of admission. Any and all such contact to TCOE by parents/guardians/responsible adults will be referred back to the referring school district or agency for response.

If a student is able to be appropriately served and there is space available in the TCOE Community School Program, the TCOE Community School Program will contact the student and his/her parents/guardians/responsible adults notice of the date to report to the school for intake. As part of the intake process, the student, the parents/guardians/responsible adults, and TCOE staff will develop an Individual Learning Plan (“ILP”) for the student. In addition to addressing the student’s academic plan, the ILP will include the goal of the student’s return to the school district of residence after the expulsion term. The ILP shall be in addition to and will not replace or override any of the components of the student's Section 504 plan or IEP.

B. Transition Process from TCOE Community School Program

Enrolled students will attend the TCOE Community School Program for the remainder of the expulsion period. At least 30 days prior to the end of the expulsion term, TCOE shall provide the school district of residence and any referring agency of notice of transition of student back to the school district of residence. Within the last 30 days of the student's term of attendance in the

TCOE Community School Program, TCOE will convene a transition meeting with at least the following invited to attend: the student, at least one of his/her parents/guardians/responsible adults, TCOE representative(s), and at least one representative of the student's district of residence. Other collaborative partners may be invited to attend this meeting as well. Failure of any invited members, including, but not limited to, the district of residence, to attend this meeting will not prevent the meeting from moving forward. At this meeting, the team will review, and the district of residence will be provided with, a transition report indicating the reason for transition back to the district, transition recommendations, TCOE Community School Program attendance and the following:

- Information regarding the student's Section 504 plan or IEP status with relevant paperwork, including, but not limited to, the current Section 504 plan or IEP, developed while the student was enrolled in the TCOE Community School Program;
- Probation status;
- Dependency status;
- Discipline records;
- Student's progress toward meeting the TCOE Court and Community School high school graduation requirements, including any relevant information (e.g. adjusted graduation requirements or plan to be a fifth year senior) related to the student's graduation requirements pursuant to California Assembly Bills 1806 and 2306 for students who are homeless, foster youth, or have attended a juvenile court school;
- Attendance information;
- Immunization records;
- ELPAC (or alternative assessment) and Smarter Balanced Testing; and,
- Information from any Response to Intervention, multi-tiered system of support, and/or other general education interventions in which the student has participated in the TCOE Community School Program.

Failure of the district of residence to participate in this transition process will not prevent the student from being returned to the district of residence; the TCOE Community School Program shall have no obligation to maintain the student's attendance following date of exit for which the school district of residence is provided at least 30 days' notice. A school district of residence may take a student back prior to the end of the 30-day transition time period if it so chooses. If a student is enrolled for less than 30 days or is disenrolled by the district of residence prior to the 30-day notice time period, the district of residence will receive the transition report within five (5) business days of the student's disenrollment from the TCOE Community School Program.

If the school district of residence or referring agency believe it is appropriate to remove the student from the TCOE Community School program to return to the school district of residence but the TCOE Community School Program staff do not believe that it is appropriate for the student to return to the district of residence and the student should remain in the TCOE Community School Program at the end of the expulsion term, this recommendation will be communicated to the district of residence and referring agency.

This process does not replace any other meetings and/or hearings (such as a readmission hearing) that may be convened by the student's district of residence. Any district of residence processes (such as a readmission hearing) should be scheduled and held by the district of residence prior to the TCOE Community School Program transition meeting described herein.

Once a student is transitioned or removed from the TCOE Community School Program for any reason by any entity for five (5) or more school days, including, but not limited to disenrollment by parents/guardians/responsible adults or incarceration in juvenile hall, the student will be

deemed exited from the TCOE Community School Program. The student will not be able to return to the TCOE Community School Program without going through the referral process again. The TCOE Community School Program, however, will comply with all laws related to school of origin for foster and homeless students.

C. Educational Services Provided to Expelled Students with Exceptional Needs

Consistent with state and federal law, a student with exceptional needs (who has a current IEP or Section 504 plan) may be expelled and referred by a school district for placement in the TCOE Community School Program. Enrollment in the TCOE Community School Program will be determined on an individual basis, and is dependent, in part, upon the appropriateness of placement and services available at the TCOE Community School Program to meet the individual needs of the student as stated in the current IEP or Section 504 plan as well as other factors described in Section II(A) above. As indicated above, a referral is not a guarantee of placement at the TCOE Community School Program. Districts may refer students with exceptional needs provided that:

- a. All procedural safeguards regarding the discipline of students with special needs have been met, including, but not limited to a procedurally and substantively appropriate manifestation determination meeting;
- b. The referring school district or agency has complied with all legal requirements regarding the education of special needs students, e.g., all procedural timelines have been met regarding annual/triennial reviews/assessments (Note: No students will be accepted if they have pending and/or overdue IEP/Section 504 plan assessments, meetings, etc. unless and until all timelines are brought current and/or are completed as specified on the referral form. This means that if anything is overdue or needs to be corrected, the referring school district or, if the student is being referred by an agency, the school district of residence must do so. Moreover, if an assessment is due within 60 days or less or an IEP team or Section 504 team meeting is due within 30 days or less, the referring school district or, if the student is being referred by an agency, the school district of residence must complete these processes.);
- c. The requirements as stipulated in Education Code Section 48915.5 have been met;
- d. The referring school district or agency has completed a Community School Referral Form and has provided the required attachments and documents; and,
- e. An IEP or Section 504 team has determined that a referral for placement at TCOE Community School Program meets the student's needs per the current IEP or Section 504 plan.

D. High School Credits Awarded at TCOE Community School Program

- a. The referring school district or, if the student is referred by another agency, the school district of residence shall calculate and provide all credits earned by the student, including partial credits for the portion of the current semester attended in the school district, to TCOE Community School Program within two (2) business days of the student's enrollment in the TCOE Community School Program.
- b. The TCOE Community School Program awards credits to high school students in accordance with the rules and regulations governing court and community schools. If the student does not earn full credits, partial credits will be awarded by TCOE Community School Program for the time of attendance in the TCOE Community School Program.
- c. The school district of residence shall accept any and all partial credits awarded to the student by any school district or the TCOE Court and Community School Program.
- d. TCOE Community School Program complies with California Assembly Bills 1806 and 2306 for students who are homeless, foster youth, or have attended a juvenile court school. Information regarding the student's status under these bills will be provided as part of the transition report when the student leaves the TCOE Community School Program.

III. Identification of Gaps in Educational Services to Expelled Students and Strategies for Filing Those Service Gaps

- a. **Due to the small number of grade K-6 students expelled and the legal requirement that such students be served in a separate program, service delivery can be problematic.**

Although smaller districts have worked cooperatively to place expelled students in neighboring Community Day Schools, the limitations for determining appropriate placement of elementary mandatory expulsions continue.

County/District Strategy for Addressing this Gap. Each district will review the available educational options to best provide a customized and appropriate program to meet the needs of its expelled students. Districts may consider operating their own K-6 community day school programs or form a consortium with consultation of TCOE to create a program of school district-shared costs and space.

- b. **Tulare County is a large county with remote districts. Distances between districts and the county program sites make it difficult for some students to participate in programs for expelled students offered by TCOE, charter schools, and/or other districts.**

County/District Strategy for Addressing this Gap. Remote districts within Tulare County may develop a community day program, or work with TCOE to provide a program for their expelled students. Districts may choose to form a consortium with the consultation of TCOE and create a program of school district-shared costs. Whenever possible the district and TCOE can negotiate transportation for students to a County Community School.

- c. **Students referred attend TCOE Community School Program intake, but fail to attend class.**

County/District Strategy for Addressing this Gap. Students will be considered enrolled in the TCOE Community School Program once they attend the first day of instruction following the TCOE intake. If this student subsequently fails to attend school at least 80% of the time, the school district of residence will be contacted for a joint effort to obtain student's at least 80% attendance at the TCOE Community School Program, including, for example: phone calls, emails, and text messages to the student's parents/guardians/responsible adults; home visits by TCOE Community School Program staff; Probation Department intervention; Department of Family and Children Services intervention; and/or court intervention notices)

- d. **Alternative educational placements for Community Day School failures, deemed to have failed meeting the terms and conditions of their rehabilitation plans at their review hearings or who pose a danger to other district pupils as determined by their governing board, who have committed another expellable, offense have limited placement alternatives.**

County/District Strategy for Addressing this Gap. Districts have extended additional supports to CDS students through their rehabilitation plans, behavior contracts, and input provided at review hearings. Stipulation in the 2018 Plan that county-operated Community Schools would consider conditional enrollment under a Memorandum of Understanding has offered more flexibility in placing students.

IV. **District Level Behavioral Intervention Approaches: Options to Minimize Number of Suspensions Leading to Expulsions and Expulsions Ordered; Support for Students Returning to Home Schools following Expulsion**

In proactive efforts to prevent expulsion, Districts shared behavioral intervention strategies employed prior to expulsion and referral to the TCOE Community School Program. These strategies have been identified by the Districts as effective interventions to minimize the number of suspensions leading to expulsion orders and to support students returning from suspensions. Those strategies include:

Best Practices:

Parental Involvement
Progressive Discipline
In school Suspension
Counseling Program
Proactive SST
Multi-tiered PBIS
Reconnecting Youth
Trauma Informed Practices
Behavior Data Tracking
Alternative to Suspension Program
Intervention Resource Class – Social Skills
Leader in Me Strategies
County Psychologists
Behavior Plan Contracts
CAST Classes
Translation Services

Support for Returning Students:

Behavior Contracts
Reinstatement Meetings
Academic Intervention Support
Formal and Informal check-in with student and Principal and/or school Psychologist and/or SSIP Coach, etc.
Grades and Attendance Monitored
Parent Involvement
Communicate with Stakeholders
Utilize Intervention Resource Class

Currently, districts report not having a disproportionate number of minority students expelled. However, districts will continue to monitor data in order to be aware of disproportionate representations. The above-mentioned practices will continue and evolve as needs arise.

V. District Responsibilities

In accordance with Sections 48916 and 48916.1 of the Education Code, the school district of residence will be responsible for: 1) recommending a rehabilitation plan for expelled students; 2) ensuring that an educational program is provided to expelled students; and 3) complying with the state reporting requirements.

6. ADMINISTRATIVE: Action items:

- 6.4** Agreement with TCOE to Furnish Food Service
Between Childcare and Adult Food Program Sponsor

Tulare County Office of Education

Jim Vidak, County Superintendent of Schools

AGREEMENT TO FURNISH FOOD SERVICE Between a Child Care and Adult Food Program Sponsor and a School District

This Agreement is entered into on this first day of July 2018 by and between
(month) (year)

Tulare County Office of Education Early Childhood Education, hereinafter referred to as the Agency,
(name of sponsor)

and Tipton Elementary, hereinafter referred to as the Vendor.
(name of school district)

WHEREAS, it is not within the capability of the Agency to prepare specified meals under the
Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to prepare and deliver
specified meals to the Agency's facility(ies); and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost
reimbursement basis,

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and deliver the meals (inclusive/exclusive) of milk to Tipton Child
(name of site)
Development Center, 370 N. Evans Rd., at Tipton Elementary by 10:30 a.m. for lunch
(address) (time)
and snacks each week day, in accordance with the number of meals requested and at the
cost(s) per meal listed below:
Breakfast \$ 1.24 each Lunch \$ 2.45 each PM Snack \$.67 each
2. Assure the Agency that no Title III(C) Funds have been applied to the cost of or Title(C)
Commodities used for the preparation of these meals.
3. Provide the Agency, for approval, a proposed menu for each month at least seven (7)
business days prior to the beginning of the month to which the menu applies. Any changes
to the menu made after the Agency approval must be agreed upon by the Agency and
documented on the menu records.

4. Assure that each meal provided to the Agency under this contract meets the minimum requirements as the nutritional content as specified by the Child and Adult Food Program Meal Pattern, Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20, and the Agency's Food Service Policy.
5. Maintain full and accurate records which document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all nutritional components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared each meal.
6. Maintain such cost records as invoices, receipts and/or other documentation that exhibits the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
7. Maintain on a daily an accurate count of the number of meals, by meal type, prepared for and delivered to the Agency. Meal count documentation must include the number of meals requested by the Agency.
8. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within 1 hour of the scheduled delivery time.
9. Present to the Agency an invoice accompanied by reports no later than the 30th day of each month which itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement.
10. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for use in the CACFP. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code Facilities Law and Chapter 4 of the California Health and Safety Code, are met at all times.
11. Operate in accordance with current CACFP.
12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public

Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.

13. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
14. Provide disposable utensils, (sporkettes and trays) necessary for meal service.
15. If at any time during the school year, the school district is not in session at the same time the child care food program sponsor is in session, a cold lunch which meets the meal requirements will be delivered they day before to be prepared by the sponsor personnel.

THE VENDOR CERTIFIES:

1. The Vendor agency certifies, that in its operation of a Early Childhood Education Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510. (Lower Tier)
3. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Request by telephone no later than 9:00 a.m., an accurate number of meals to be delivered to the Agency on each week-day. Notify the Vendor of necessary increases or decreases in the number of meal orders within 1 hour of the scheduled delivery time. Above time will be susceptible to change when a foggy day schedule is in effect.
(time of day, or day of week)
(specified time frame)
2. A breakfast period will be used with service to children at approximately 8:00 a.m. for a full day class. A lunch period will be used with service to children at approximately 11:15 a.m.

for a full day class. Snack with service to the children at approximately 2:30 p.m. for a full day class.

3. Ensure that an Agency representative is available at each (delivery/pick-up) site, at the specified time on each specified (delivery/pick up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the CACFP and in health and sanitation practices.
4. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick-up by the vendor no later than 1:00 p.m.
(negotiable time frame but should be no longer than 24 hours)
5. Notify the Vendor with three (3) days of receipt of the next month's proposed menu of any changes, additions or deletions which will be required in the menu request.
6. Provide the Vendor with a copy of 7 CFR Part 226; the Child and Adult Care Food Program Meal Pattern. Schedule B; and all other technical assistance materials pertaining to the food service requirements of the CACFP. The Agency will, within 24 hours of receipt from the State Agency, advise the Vendor of any changes in the food service requirements of the CACFP.
7. Actual served meals will be reported at point of service on the Agency's form mandated by the State Child Care Nutrition Program and this number will be used for all reporting.
8. The Agency will be billed for and pay for the number of breakfast meals and lunches ordered.
9. Establish data collection procedures which are in accordance with state and federal regulations relating to the overt identification of needy pupil and keep accurate records of the number of free, reduced price, paid and adult lunches served daily.
10. Receive and process all free and reduced price meal applications, maintain all necessary records to support the above information.

11. Pay the Vendor within 21 days of receipt of the invoice the full amount as presented on the monthly itemized invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2018 and shall be for a period of
(first day of contracted service)
one calendar year. It may be terminated by written notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES WHERE TO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:


Vendor Official Signature

Anthony Hernandez
Vendor Official Name (please type)

Co-Superintendent
Title

(559) 752-4213
Telephone

Date


Agency Official Signature

Julie Berk
Agency Official Name (please type)

Assistant Superintendent
Title

(559) 651-3022
Telephone

5/1/18
Date

6. ADMINISTRATIVE: Action items:

6.5 Tipton Elementary School District and California
Employees Association Retirement Incentive
Memorandum of Understanding 2017-2018

**Tipton Elementary School District
and
California School Employees Association
Retirement Incentive Memorandum of Understanding
2017-18**

The Tipton Elementary School District ("District") and the California School Employees Association ("CSEA") (collectively known as "Parties"), enter into this Memorandum of Understanding ("MOU") regarding a retirement incentive to be offered to eligible CSEA members who choose to retire at the conclusion of the 2017-2018 school year.

RECITALS

- A. CSEA has expressed a desire for a retirement incentive.
- B. The District has determined that it is in the best interest of the District and desires to provide an incentive for retirement to CSEA members for the 2017-2018 school year.
- C. The purpose of this MOU is to memorialize an agreement between the Parties regarding a retirement incentive offer for CSEA members.

AGREEMENT

The Parties agree as follows:

- 1. **Recitals.** The recitals set forth above are true.
- 2. **Eligibility for Retirement Incentive.** The District shall offer the retirement incentive specified in paragraph five (5) of this MOU, for unit members who meet the following criteria:
 - a. The unit member has reached age 55 on or before June 30, 2018;
 - b. The unit member has at least 18 years of service to the District;
 - c. The unit member tenders his or her written irrevocable letter of resignation and notice of retirement to the District Office by 4:00 p.m. on May 25, 2018;
 - d. The unit member's resignation from the District shall be effective at a date designated during the window period June 14, 2018 to September 11, 2018.

3. **Retirement/Resignation Notices Are Irrevocable.** Once a unit member submits a written notice of resignation, such notice is irrevocable. The unit member's resignation is hereby accepted by the District and no further documentation or action by the District or its governing board shall be required to make the resignation effective.

4. **No Right to Future Employment.** Unit members who retire under the terms of this MOU shall have no right to future employment with the District. However, nothing in this MOU shall prevent the District, in its sole discretion, from hiring a retired unit member to serve as a retired employee, pursuant to the restrictions set forth under applicable law.

5. **Retirement Incentive.**

A. **Resignations/Retirement Notices.** If unit members timely submit their retirement notice/resignation, the District will purchase up to two years of additional service credit from California Public Employees' Retirement System ("CalPERS") at the time of retirement, for eligible unit members.

6. **Tax/Retirement Issues.** Neither CSEA nor the District makes any representations, warranties or guarantees regarding the tax or retirement consequences of any retirement incentive, including, but not limited to, the taxable or non-taxable nature of the payment, and any impact on a unit member's ability to work after retirement without incurring financial penalties from CalPERS. Specifically, the Parties agree that unit members should seek answers to any questions regarding the incentive through their accountant, CalPERS consultant, or other legal or financial representative. Unit members are responsible for their own tax and retirement planning.

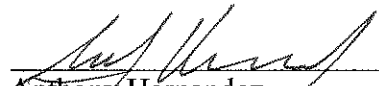
7. **No Precedent or Establishment of Practice.** This MOU does not establish or set a precedent for retirement incentives. This MOU is unique to the facts and circumstances in this instance. Nothing in this MOU shall entitle any unit member who retires outside the terms of this MOU to a retirement incentive.

8. **Repayment.** If any employee receives this retirement incentive and violates any eligibility or other requirement of this MOU, the retiree/employee shall repay the District the amount of the retirement incentive within thirty (30) calendar days of a written demand from the District.

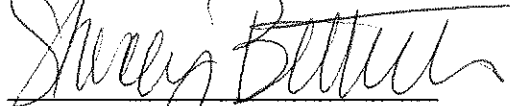
9. **Final Retirement Incentive.** This is the District's final, retirement incentive for the foreseeable future.

10. **Board Approval Required.** This MOU shall be effective only following Board approval.


DISTRICT



Anthony Hernandez
Co-Superintendent



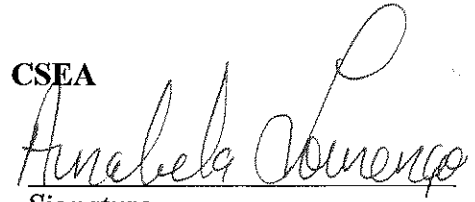
Stacey Bettencourt
Co-Superintendent



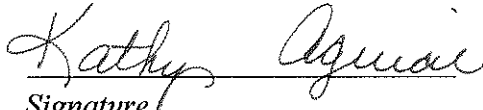
Jacob Muñoz
Co-Superintendent

Dated: May 10, 2018


CSEA



Anabela Lourenco
Signature



Kathy Aguilar
Signature



Virginia Almeida
Signature

Dated: May 10, 2018

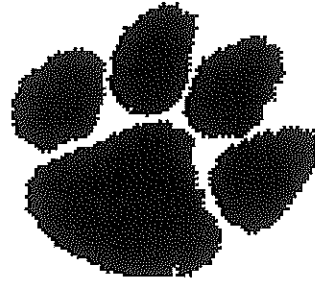
CSEA Ratification Date: _____

Board Approval Date: _____

6. ADMINISTRATIVE: Action items:

- 6.6** Approve Comprehensive School Safety Plan 2017-2018

Tipton Elementary



Comprehensive School Safety Plan

2017-2018

A meeting for public input was held on

05/23/18

Plan Revised

05/21/18

Plan approved by Tipton Elementary School District's
Governing Board on

This document is available for public inspection during regular business hours at
Tipton Elementary School in the main office.

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10.	Discipline Procedures	page 24-29
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13.	General Overview of Disaster Procedures	pages 34-52
	o Fire Drill Procedures	
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	o Lockdown/Shelter In Place	
	o Evacuation/School Closure	
	o Bomb Threat Procedures	
	o Power Outage Procedures	
	o Active Shooter	
	o Biological & Chemical Release	

Strategies to be implemented before next review:

1) _____

2) _____

3) _____

Notes:

Other emergency scenarios are detailed in the crisis response plan.


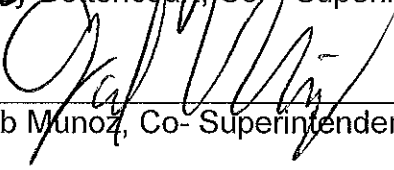
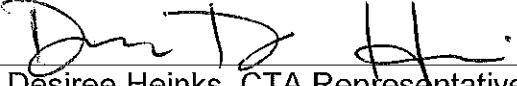
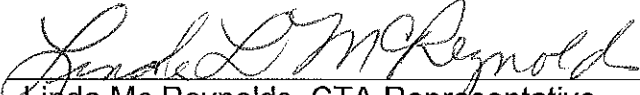
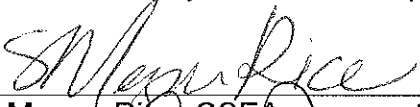

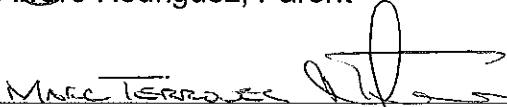
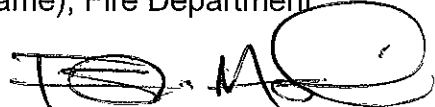
Several documents are kept on file with the incident commander including:

- Campus Emergency Assignment Worksheet
- Buddy Teacher lists

Regular drills (i.e. evacuation, lock down, shelter in, duck & cover) are conducted and records are housed in the maintenance office.

**Tipton Elementary School District
Comprehensive School Safety Plan - Signature Page
2017-2018**

The undersigned members of the Tipton Elementary School District Safety Planning Committee certify that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.

 Stacey Bettencourt, Co. Superintendent/Principal	Date 05/21/2018
 Jacob Munoz, Co- Superintendent	Date 05/21/2018
 Desiree Heinks, CTA Representative	Date 05/21/2018
 Lirida Mc Reynolds, CTA Representative	Date 05/21/2018
 Megan Rice, CSEA representative	Date 5/23/2018
 Alvaro Rodriguez, Parent	Date 5/23/2018
 (name), Tulare County Sheriffs Department	Date 5/23/2018
(name), Fire Department	Date
 Fausto Martin, Director of Maintenance & Operations	Date 05/21/2018

Evaluation of Progress and Revision of Comprehensive Safety Plan

The comprehensive school safety plan shall be evaluated and amended, as needed, by the District's Safety Committee no less than once per year to ensure that the comprehensive school safety plan is properly implemented. (Education Code, Section 35294.29 (e))

An updated file of all safety-related plans and materials shall be readily available for inspection by the public. A copy of the Comprehensive Safety Plan will be kept in the school office.

Comprehensive School Safety Plan Assessment of Crime

Attendance Rate/School Attendance Review Board Data

For the 2016-2017 Tipton Elementary School had a 96.5% attendance rate for students enrolled in K-8th grade.

CA Healthy Kids Survey

The 5th and 7th grade students at Tipton Elementary took part in the California Healthy Kids Survey during the 2015-2016 school year. The CHKS survey is done every other year. The survey for 5th grade focused on school engagement and supports, school safety, disciplinary environment and lifetime substance use. The 7th grade survey focused on assessing student perceptions and experiences related to school climate and engagement, learning, supports and health-related and non-academic learning barriers.

Looking at the results from school engagement and supports the 5th grade showed 70 % having school connectedness and 7th grade showed 41%. The students in 5th grade had 59% of students feeling that they had academic motivation and 7th grade students had 33%. 71% of 5th grade students felt that they had a caring adult relationship and 31% for 7th grade. 58% of 5th graders felt that they had high expectations and 53% of 7th graders felt the same. Only 15% of students in 5th grade and 4% of 7th graders felt that they had meaningful participation.

Suspensions and Expulsion Rates

The most current School Accountability Report Card for Tipton Elementary School lists suspensions and expulsion rates:

	Tipton Elementary School		
School Year	14-15	15-16	16-17
Suspensions	3.8%	3.7%	3.6%
Expulsions	0.1%	0.1%	0.1%

These tables show the suspension and expulsion rates for the most recent three-year period. Students are only counted one time, regardless of the number of suspensions.

Analysis of Suspensions and Expulsions

Tipton Elementary School expulsion rate was 0.1% in 14-15 SY and has remained at 0.1% over the next two years. The suspension rate has continued to fall over the past three years- from 3.8% to 3.6%

Tipton Elementary School expulsion rate has remained steady at 0.1% for the past three years

Crime Statistics

The following numbers represent expellable offenses over the past year; the majority of criminal acts are represented by this list. The list is derived from a roster of the principals' recommendation for expulsions.

Please take note that all incidents are recorded in this chart regardless of the outcome of the pre-expulsion meeting as the concern here is with the occurrence of the offense rather than the disposition of the discipline. Similarly, the following numbers have been manipulated by grouping the individual discipline categories into master groups for easier interpretations. Remember that single incidents may result in multiple entries; for instance, the violence category will always have relatively higher entries than others because a mutual fight requires multiple participants who will be counted individually despite being involved in a single incident.



7.1 - Discipline Incidents - Count by Most Severe Offense

Academic Year: 2016-2017	LEA: Tipton Elementary	User ID: jmuoz
View: Snapshot	School Type: ALL	Created Date: 7/22/2017 3:44:40 AM
	School: ALL	Print Date: 5/21/2018 9:43:44 AM

School Code	School Name	Most Severe Offense	Incident Count
6054431	Tipton Elementary	101-Possession, Sale, Furnishing a Firearm, Knife, Explosive, or Other Dangerous Object	3
		501-Caused Attempted or Threatened Physical Injury	7
		506-Harassment or Intimidation	4
		507-Harassment Intimidation of a Witness	1
		510-Obscene Acts, Profanity, and Vulgarly	2
		511-Disruption, Defiance	20
		512-Property Damage	6
		513-Bullying	1
		TOTAL	44

Total - Selected schools		Most Severe Offense	Incident Count
		101-Possession, Sale, Furnishing a Firearm, Knife, Explosive, or Other Dangerous Object	3
		501-Caused Attempted or Threatened Physical Injury	7
		506-Harassment or Intimidation	4
		507-Harassment Intimidation of a Witness	1
		510-Obscene Acts, Profanity, and Vulgarly	2
		511-Disruption, Defiance	20

This report is confidential and use is restricted to authorized individuals.

	512-Property Damage	6
	513-Bullying	1
	TOTAL	44

Grade:	01-First Grade,02- Second Grade,03- Third Grade,04- Fourth Grade,05- Fifth Grade,06- Sixth Grade,07- Seventh Grade,08- Eighth Grade,09- Ninth Grade,10- Tenth Grade,11- Eleventh Grade,12- Twelfth Grade,KH- Kindergarten, UE-Ungraded Elementary,U S-Ungraded Secondary	Ethnicity/Race: ALL	Gender: ALL	Enrollment Status: ALL
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Child Abuse Reporting Procedures

A mandated reporter who knows or reasonably suspects that a minor is the victim of child abuse must report immediately by telephone and in writing by follow-up report within 36 hours to a law enforcement agency. The law penalizes the failure to report by imposing a jail sentence on the defaulting mandated reporter. On the other hand, the law rewards the reporter who meets the reporting obligation by granting absolute immunity from civil or criminal prosecution. (Penal Code Section 11166)

Mandated Reporter: a “Child care custodian”; includes teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel staff. If specifically trained in child abuse detection, also includes instructional aides, teacher’s aides, and teacher assistants. District employed child care workers and health practitioners (doctors, nurses and psychologists) are also mandated reporters.

Knowledge of or Reasonably Suspects Abuse: When a mandated reporter observes a child with physical “injuries which appear to have been inflicted...by other than accidental means by any other person...” Whether or not there are visible physical injuries, all suspected sexual abuse must be reported.

To Whom is the Report Made: An oral report to designated law enforcement agencies must be made immediately. The observing employee must contact:

- a. The Child Protective Services (CPS) Unit of the local Welfare or Human Services Department: (800) 331-1585
or
- b. The Jurisdictional Law Enforcement Agency
Tulare County Sheriff’s Department (559) 636-4625
Pixley Sheriff’s Department (559) 757-3525
Emergency Number 911

A follow up written report must be submitted within 36 hours. Forms are available on site through the Site Principal’s Office.

School Interview Law: Penal Code 11174.3 imposes both a time sequence and series of duties on school personnel and the law enforcement investigator. This law is limited to child abuse victims only. The law speaks only to abuse which takes place in the home. When law enforcement comes to school to take the child into custody, rather than question the child, the interview procedures do not apply. The child is effectively under arrest.

Law enforcement (sheriff, police or CPS) may interview suspected victims of child abuse on school premises during school hours concerning child abuse in the home. The child may choose to be interviewed in private or may select an adult staff member to be present “to lend support”.

Step One – The investigator comes to school.

All investigations begin in the school office. The staff member “in charge” should ask for identification and the purpose of the proposed interview. When it is made clear that the interview will focus on allegation of abuse in the home, the staff member in charge should be present with the child before the interview begins.

Step Two - The investigator must advise the child of the right to choose a staff member to be present during the interview.

What the school employee should do if:

1. The child chooses not to have a staff member present?
The staff member should leave the room.
2. The child asks for either the mother or father to be present?
School employees do not grant or deny such requests. This responsibility lies with the investigator.
3. The child changes their mind during the interview?
The law gives the child a continuous option to ask for an adult staff member or to send the staff member away.

Step Three – The child asks for an adult staff member to be present

What can the selected staff member do:

- a. The staff member, by law, may decline to sit in the interview
- b. The school administrator should inform the selected staff member of their duties during the interview. A copy of Penal Code 11174.3 should be supplied to the staff member who has agreed to be present.
- c. The staff member’s role is one of a “comforter” during the interview. There is no questioning by the staff member and no discussion of the child abuse incident with the child. There must be no prompting by the staff member. Investigators should not attempt to ask or direct the staff member to coerce, suggest or elicit a response from the child.
- d. The law forbids disclosure of what the staff member hears or learns during the interview. This confidentiality disappears when a court orders testimony. No written report is required by the staff member.

The Tipton Elementary School District Board Policy 5141.4 and Administrative Regulation 5141.4 addresses Child Abuse Prevention and Reporting.

California Penal Code 11174.3
"School Interview Law"

11174.3. (a) Whenever a representative of a government agency investigating suspected **child abuse** or neglect or the State Department of Social Services deems it necessary, a suspected victim of **child abuse** or neglect may be interviewed during **school** hours, on **school** premises, concerning a report of suspected **child abuse** or neglect that occurred within the **child's** home or out-of-home care facility. The **child** shall be afforded the option of being interviewed in private or selecting any adult who is a member of the staff of the **school**, including any certificated or classified employee or volunteer aide, to be present at the **interview**. A representative of the agency investigating suspected **child abuse** or neglect or the State Department of Social Services shall inform the **child** of that right prior to the **interview**.

The purpose of the staff person's presence at the **interview** is to lend support to the **child** and enable him or her to be as comfortable as possible. However, the member of the staff so elected shall not participate in the **interview**. The member of the staff so present shall not discuss the facts or circumstances of the case with the **child**. The member of the staff so present, including, but not limited to, a volunteer aide, is subject to the confidentiality requirements of this article, a violation of which is punishable as specified in Section 11167.5. A representative of the **school** shall inform a member of the staff so selected by a **child** of the requirements of this section prior to the **interview**. A staff member selected by a **child** may decline the request to be present at the **interview**. If the staff person selected agrees to be present, the **interview** shall be held at a time during **school** hours when it does not involve an expense to the **school**. Failure to comply with the requirements of this section does not affect the admissibility of evidence in a criminal or civil proceeding.

SUSPECTED CHILD AB

To Be Completed by **Mandated Child Abuse Repor**
Pursuant to Penal Code Section 11166

PLEASE PRINT OR TYPE

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE	
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS		Street	
	REPORTER'S TELEPHONE (DAYTIME) ()		SIGNATURE	
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY	
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)			
	ADDRESS		City	
OFFICIAL CONTACTED - TITLE				
C. VICTIM One report per victim	NAME (LAST, FIRST, MIDDLE)			
	ADDRESS		City	
	PRESENT LOCATION OF VICTIM			SCHOOL
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER DISABILITY (SPECIFY)	
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK T <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME		
	RELATIONSHIP TO SUSPECT			PHOTOS <input type="checkbox"/> YES
	PARTIES SUSPECTS	NAME BIRTHDATE SEX ETHNICITY		
1. _____				
2. _____				
PARTIES WITNESSES	NAME (LAST, FIRST, MIDDLE)			
	ADDRESS		City	
		Zip	HOME PHONE	

DEFINITIONS AND GENERAL INSTRUCTIONS FOR

All Penal Code (PC) references are located in Article 2.5 of the PC. This article is known as CANRA. The Internet site is: <http://www.leginfo.ca.gov/calaw.html> (specify Penal Code section number). A mandated reporter must complete and submit the form SS 8572 even if some information is not known.

I. MANDATED CHILD ABUSE REPORTERS

- Mandated child abuse reporters include all those individuals and entities as defined in PC Section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE (DESIGNATED AGENCIES)

- Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), county probation department (if designated by the county to receive mandated reports) or the county welfare department. (PC Section 11165.9.)

III. REPORTING RESPONSIBILITIES

- Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected instance of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC Section 11166(a).)
- No mandated reporter who reports a suspected instance of

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Suspension and Expulsion Policies

Tipton Elementary School

Legal Code Regarding Student Discipline: Education Code 48900
And Consequences

ALL PUPILS ENROLLED IN STATE PUBLIC SCHOOLS HAVE THE INALIENABLE RIGHT TO ATTEND CLASSES ON SCHOOL CAMPUSES THAT ARE SAFE, SECURE, AND PEACEFUL.

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Possessed, sold, or otherwise furnished any firearm, knife or explosive, or other dangerous object, unless in the case of possession of any such object, the pupil had obtained written permission to possess the object from a certificated school employee which is concurred in by the principal or the designee.
- c. Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or a intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind and then either sold, delivered, or otherwise furnished to any person another liquid substance or material as a controlled substance, alcoholic beverage, or other intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stolen or attempted to steal school property or private property.
- h. Possessed or used tobacco or nicotine products.
- i. Committed an obscene act or engaged in profanity or vulgarity.
- j. Had unlawful possession of, offered, arranged, or negotiated to sell any drug paraphernalia as defined in Section 1134 of the Health and Safety Codes.
- k. Disrupted school activities or willfully defied the valid authority of supervisors, teachers, administrators, school officials or other school personnel engaged in the performance of their duties.
- l. Knowingly received stolen school property or private property.
- m. Possessed an imitation firearm.
- n. Committed or attempted to commit a sexual assault or committed a sexual battery.
- o. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- p. Sold prescription drugs.
- q. Committed hazing.

Pupils can be expelled only for those reasons for which they can also be suspended. State law requires that the Superintendent or Principal shall recommend expulsion (except under unusual circumstances) for the following:

1. Causing serious physical injury to another person, except in self-defense.

2. Possession of any firearm, knife, explosive or other dangerous object of no reasonable use to the pupil at the school grounds.
3. Unlawful sale of any controlled substance, as defined in Section 11007 of the Health and Safety Code.
4. Robbery or extortion
5. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

The following is a list of the "most serious" offenses. A mandatory recommendation and mandatory expulsion by the Board are required by Ed. Code 48915(c).

1. Possessing, selling, or otherwise furnishing a firearm.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
5. Possession of an explosive.

State law provides for due process and right to appeal any order of expulsion.

No pupil shall be suspended or expelled for any of the acts enumerated unless the act is related to a school activity or school attendance.

Policy for Notifying Teachers of Dangerous Pupils

In order to fulfill the requirements made by Education Code 49079 and Welfare and Institutions Code 827 that state teachers must be notified of the reason(s) a student has been suspended. The information provided is for teachers only. All information regarding suspension and expulsion is **CONFIDENTIAL**, is not to be shared with any student(s) or parent(s). Teachers are asked to secure the list so students and others may not view it.

Pursuant to Education Code 48267, the Tulare County Probation Department notifies the Pupil Personnel Division of the Tipton Elementary School District regarding students who have engaged in certain criminal conduct. This information is forwarded to the Principal or designee office. The Principal is responsible for prompt notification of the student's teachers. This information is also often forwarded to all administrators.

Confidential Memorandum

To:

From: _____, Principal

Date:

Re: **Students having committed specified crime**

The student named below has been convicted of a penal code violation.

Welfare and Institutions Code 827 requires teachers to be informed when a student has engaged in certain criminal conduct.

NOTE: SUCH INFORMATION IS CONFIDENTIAL AND CANNOT BE FURTHER DISSEMINATED BY THE TEACHER OR OTHERS. UNLAWFUL DISSEMINATION OF THIS INFORMATION IS PUNISHABLE BY A SIGNIFICANT FINE.

PLEASE DESTROY THIS NOTE IMMEDIATELY AFTER READING.

_____ was found to have committed the following criminal activity:

If you have any questions, please see me.
Principal

To: ALL CERTIFICATED STAFF
From: **Principal**
Re: Student Suspension Information

*Education Code 49079 and Welfare and Institutions Code 827 require that teachers be notified of the reason(s) a student has been suspended. The TESD has incorporated this notification into the existing "End of Day Clearance Report". You will notice on you daily attendance report that when a student is suspended the clearance will show an "S" followed by a second letter "A - S". The second letter designates the specific violation in the Education Code that allows for suspension. The information provided on the "End of Day" report is for you only. ALL information regarding suspension and expulsion is **CONFIDENTIAL**, and may not be shared with any student(s) or parent(s). **PLEASE SECURE THIS LIST SO STUDENTS AND OTHERS MAY NOT VIEW IT.***

The following are examples of Ed. Code 48900 and 48915 violations that may appear on your report.

- (C-1) possessed/sold/furnished firearm
- (C-2) brandished a knife at another person
- (C-3) sold a controlled substance
- (C-4) committed/attempted to commit sexual assault or sexual battery
- (C-5) possession of an explosive
- (A-1) caused serious physical injury to another person (needed medical attention)
- (A-2) possessed any knife or other dangerous object
- (A-3) possessed a controlled substance
- (A-4) committed robbery or extortion
- (A-5) committed assault or battery upon a school employee
- A - altercations, fights
- B - sold/furnished a knife or dangerous object
- C - use/under influence or possession of a small amount of drugs or alcohol
- D - Look alike substance (offered/tried to sell)
- E - attempted to commit robbery or extortion
- F - caused/attempted to cause damage to school or private property
- G - stole/attempted to steal school or private property
- H - possessed or used tobacco or nicotine products
- I - committed an obscene act or engaged in habitual profanity or vulgarity
- J - possessed drug paraphernalia
- K - disruption of school activities or defiance
- L - knowingly received stolen property
- M - possession of an imitation firearm
- O - harassed/threatened/intimidated a complaining witness
- P - offered or sold/attempted to sell prescription drug Soma
- Q - engaged/attempted to engage in hazing
- S - aiding or abetting in the infliction of physical injury
- .1 - engaged in sexual harassment
- .2 - hate violence
- .3 - harassment, threats, intimidation against a pupil or group
- .4 - made terroristic threats against school officials or school property

If you have any questions or want more information, please see me.
Principal

Discrimination and Harassment Policy

PROCEDURES FOR HANDLING HARASSMENT COMPLAINTS

California's Education Code specifically prohibits discrimination and harassment against students and staff in schools on the basis of ethnic group identification, race, national origin, religion, color, mental or physical disability, actual or perceived sexual orientation or gender identity. Such harassment is in violation of federal and state laws, including Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act. An important part of this intent is to prevent sexual harassment in the work and educational setting.

Tipton Elementary School District believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance.

Tipton Elementary School District will not tolerate harassment of students or staff, such as bullying, including cyber bullying, intimidation, hazing or initiation activity, ridicule, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause bodily harm or emotional suffering, in accordance with the bullying board policy section.

Tipton Elementary School District expects students and/or staff to immediately report incidents of bullying to the principal or designee. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

Student Sexual Harassment

The governing board prohibits unlawful sexual harassment of or by any student by anyone in or from the District. Any student who engages in the sexual harassment of anyone in or from the District may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal. The Board expects students or staff to immediately report incidents of sexual harassment to the Superintendent/Principal, or Designee or to another District Administrator. The District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the educational setting, (Education Code 121.5). For the purpose of further clarification, sexual harassment includes but is not limited to the following:

1. Unwelcome leering, sexual flirtations or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or overly personal conversation.
4. Sexual jokes, stories, drawings, pictures or gestures.
5. Spreading sexual rumors.

6. Assault, touching, impeding, or blocking movement.
7. Continuing to express sexual interest after being informed that the interest is unwelcome.
8. Making reprisal, threats of reprisal, or implied threats of reprisal following a negative response.

School-wide Dress Code

Tipton Elementary is striving to become an exemplary school. Our goal is to provide a safe learning environment that inspires our students with the passion, power and skills to make positive life choices. It is not our purpose to dictate specific dress, but rather to ensure that our students will be dressed in such a way as to maximize their school experience. Decency and safety are the guidelines by which the principal makes decision regarding clothes.

Any apparel, hairstyle, cosmetic or jewelry, even if not specifically mentioned below, which creates a safety concern, draws undue attention to the wearer, or tends to detract from the educational process is prohibitive unless addressed elsewhere in this regulation. Before purchasing clothing for their children, parents are strongly urged to consider the possible gang implications of all clothing with logos or insignias.

General Guidelines

1. No clothing with North, South, or any sport team/college team logo may be worn.
2. Dress and appearance standards are in effect during all times at school, on the way to school, on the way home from school, at any school function or activity regardless of location, and at any other Tipton Elementary School District function.
3. Students that wear unacceptable clothing will be required to change to accepted dress. All time missed from class due to unacceptable dress may be made up in detention and/or Saturday School.
4. All wearing apparel must be of a size that is considered normal for the child. Oversized clothing will not be allowed.
5. Boys' shorts must be no longer than the bottom of the knee. Girls' shorts or skirts must be no longer than the bottom of the knee and extend no more than (4") above the knee. No writing or company logos on pants, shorts, skirts, or skirts. Capris for girls are allowed.
6. Black, white or tan cloth belts or brown or black leather belts with plain buckle only, no writing on belt or buckle.

The following items are NOT ALLOWED

- **Pants, shorts or cutoffs that are oversized, without hems, holes, frayed and/or slit up the side, sag or don't fit at the waist, or have excessively large legs**
- Oversized tops, halter tops, tube tops, backless dresses, mini-skirts, see-through tops, fish net, half tops, muscle shirts, undershirts, and tank tops with large arm holes, no bare midriffs
- Lycra stretch or other excessively tight or revealing clothing
- Any clothing worn inside out
- Any clothing that exposes posteriors or undergarments
- Pajama bottoms
- Students may not wear shoes with no back strap, flip flops, cleats, high heels, heelys/sport skate shoes or slippers.
- Head Covering - hats, caps, nets, bandanas. Hats, by nature of the color, arrangement, trademark, or any other attribute, those denote membership in gangs, or which

advocate racial, ethnic, or religious prejudice, drug use, violence, intimidation or disruptive behavior are prohibited.

- Initialed belt buckles, wallets with attached chains, hanging belts, suspenders straps hanging off the shoulders.
- Hoop earrings larger than a dime, nose rings, facial or body studs. Jewelry or accessories that are disruptive or that might cause a health or safety hazard may not be worn.
- Glasses, other than prescription (inside buildings).
- Permanent or temporary tattoos are not allowed.
- Altered eyebrows, hair colors and/or styles that disrupt student education will not be allowed.
- Words or pictures that are not appropriate for the school environment may not be worn on clothing. (Examples include obscenities, symbols representing alcohol, drugs or tobacco, gang colors, gang materials, gang behavior, weapons, sexually explicit words or pictures, tagging, or violence.) Words and pictures on all garments may not be altered in any way. Words and pictures may not be added to plain garments.
- All clothing and materials with Old English or similar lettering will not be allowed.
- Makeup, fake or acrylic nails are not allowed in grades kindergarten through six.
- Hair styles which draw undue attention from the educational environment and not acceptable; i.e. unusual designs, colors, Mohawks (longer than 1”), tails, or unusual razor cuts.

Exception: Hats may be worn outside only and solely for the purpose of sun protection. Hats shall be school appropriate and worn correctly.

Safe Ingress and Egress Procedures

Safe Ingress/Egress of Pupils, parents, and school Employees

Safety of students, parents, and school personnel begins with the access to the school site. The following District rules have been instituted to support a safe environment for all:

- All visitors entering our campus are to sign in at the school office
- All students are to exit and enter vehicles at the designated areas.
- Students are not to leave the school campus unless they are being picked up by a parent or authorized person whose name appears on the student's emergency card on file in the school office/on Aeries, or unless a notification is given by the parent in writing. Acceptance of a facsimile with the parent's signature may be approved by the school administration in emergency situations.
- Vehicles picking up students will remain parked in designated parking spots until the child is safely in the car
 - Cars will not block cross walk access per Vehicle Code 22500(b)
- Crossing Guard Program:
 - Students cross the street at designated crosswalks
 - Students proceed when signaled by crossing guard that it is safe to cross
 - Students cross between crosswalk lines until they are across the street

Appropriate Programs and Strategies that Provide School Safety

1. The District contract with Tulare County Sheriff's Department.
2. School Site Principal coordinates all safety procedures on campus.
3. The district follows all School Attendance Review Board (SARB) Attendance Policies.
4. Yard duty staff are provided to supervise students during lunch and all outside activities.
5. The District also employs a Family Service Worker, School Psychologist, RN and LVN.
7. All visitors must report to the site office to sign in and state business. Visitor's will then receive a visitor pass.
8. The district adheres to Progressive Discipline procedures as required by California Education Code.
9. The district provides the following resources that support school safety.
 - Counseling Services
 - Prevention and Intervention Programs
 - School Wide Rules
 - Sprigeo – Anonymous bully reporting
 - Behavior Assemblies
 - Parent Classes/Save the Children
 - ASES

Ensuring a Safe and Orderly Environment

School Climate

The staff at **Tipton Elementary School** strives to create a positive school climate by providing an engaging, rigorous instructional program as well as exciting extra-curricular activities. Our goal is to provide the appropriate support systems for the various needs of our students in order for them to be successful, well-rounded students. We will accomplish this goal by adhering to our school vision. The following programs and strategies are being used to ensure a positive school climate:

- Parent Student Organization (PSO)
- Consistent enforcement of school wide rules.
- School Psychologist
- GREAT Program
- Effective Classroom Management.
- Supervision at all times.
- Monthly or Bimonthly Character Counts Barbeques
- Various other assemblies throughout the year
- Red Ribbon Week/Character Counts Week, Spring Week, Holiday Luncheon
- Moms & Muffins/Dads & Donuts
- Field Trips and Guest Speakers
- After School Program
- K-2 each class has 6 ipads, 2nd 25 Chromebooks cart, 3rd-8th 1:1 Chromebooks
- 2 computer labs available to all students
- STEM classes for 1st-5th

Physical Environment

We maintain high standards for our physical environment in order to promote a healthy respect for school and learning. We are current with our William's Act visitations and focus on the following systems to maintain our physical environment:

- Crisis Response Plan reviewed regularly
- All visitors are required to check in at the office.
- Cafeteria maintains a healthy clean environment
- Restrooms are orderly and kept clean
- Library access
- Effective Maintenance staff

Tipton Elementary Discipline Procedures

Students who violate school rules and policies are subject to the discipline guideline listed below. Every incident shall be judged on its own merit. The seriousness of the offense, the conditions under which it occurred and the student's past school discipline record are factors to be considered. School site administrators reserve the right to administratively decide what course of action will be taken.

All public schools in the State of California are required to have their own discipline policies as stated by Education Code Section 3529.5. The following is a brief summary of the discipline policies for Tipton Elementary School.

Detention:

State Law (California Administration Code Title 5 Section 353) gives school personnel the right to detain a student after school for a maximum of one (1) hour per day. Tipton School will hold its school wide detention every Monday for a 1/2 hour after school. Any student who fails to follow rules may expect to be placed on detention. The student's time during detention is spent doing school work or other worthwhile work around the school campus. Time for detention is served either in the office or in a classroom. Any student who owes detention time may not attend or participate in school assemblies, sports, or other functions.

Students will be given at least one day's notice of the detention so parents can be informed to arrange transportation should the student needed.

Education Code 44807.5 states that a teacher may restrict for disciplinary purposes, the time a pupil under his/her supervision is allowed for recess. Students will be given an opportunity to use the restrooms. This law will be observed at Tipton School.

Tardy Policy:

School begins at 8:20 each morning. The warning bell rings at 8:15. Students are expected to be on time. It is a violation of school rules and state rules (Education Code 48900) if a child is tardy without a note or phone call verifying a valid excuse. All tardy students' need to be signed-in at the office by a parent. Tardies are excused only for the same reasons as legal absences (illness of student, doctor or dentist appointment). After three (3) unexcused tardies, students will be required to serve an afterschool detention (30 minutes) for each additional unexcused tardy. Parents must provide transportation for students that do not walk to school. If a child continues to be tardy without a valid excuse, the School Attendance Review Board (S.A.R.B.) will be notified and Saturday School will be assigned. A student is considered truant 30 minutes after school begins.

Truancy:

Education Code, Section 48260, states that any pupil who is absent from school without a valid excuse more than three days or tardy in excess of thirty minutes more than three days in one school year is a truant and shall be reported to the attendance supervisor of the school district.

If a student does not attend school for one full day and the absence is due to truancy he/she may be assigned Saturday School. Saturday School can be assigned to students with excessive detentions or trancies from school. If the problem continues, the student will be referred to

the School Attendance Review Board (S.A.R.B.) SCHOOL ATTENDANCE IS MANDATORY. IT IS THE PARENT'S RESPONSIBILITY TO INSURE THE STUDENT ATTENDS SCHOOL REGULARLY.

Tipton Student Attendance Review Board (S.A.R.B.):

California Law states that students between ages 6 and 18 must attend school regularly and arrive on time. During the school year, when your child has been absence and/or tardy more than 15% of the school time you will receive a SARB letter. Upon receiving a 3rd letter you will be required to attend a SARB hearing with your child.

Suspension/Expulsion:

Teachers may suspend a student from class for the remainder of that day and the following day. Teachers may also require the student to make up any work missed during the suspension. Administration may suspend a student a maximum of five days for any one incident. Education Code 48900 states that a pupil may be suspended for any of the following:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Possessed, sold, or otherwise furnished any firearm, knife or explosive, or other dangerous object, unless in the case of possession of any such object, the pupil had obtained written permission to possess the object from a certificated school employee which is concurred in by the principal or the designee.
- c. Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or a intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind and then either sold, delivered, or otherwise furnished to any person another liquid substance or material as a controlled substance, alcoholic beverage, or other intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stolen or attempted to steal school property or private property.
- h. Possessed or used tobacco or nicotine products.
- ii. Committed an obscene act or engaged in profanity or vulgarity.
- j. Had unlawful possession of, offered, arranged, or negotiated to sell any drug paraphernalia as defined in Section 1134 of the Health and Safety Codes.
- k. Disrupted school activities or willfully defied the valid authority of supervisors, teachers, administrators, school officials or other school personnel engaged in the performance of their duties.
- l. Knowingly received stolen school property or private property.
- m. Possessed an imitation firearm.
- n. Committed or attempted to commit a sexual assault or committed a sexual battery.
- o. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- p. Sold prescription drugs.
- q. Committed hazing.

Pupils can be expelled only for those reasons for which they can also be suspended. State law requires that the Superintendent or Principal shall recommend expulsion (except under unusual circumstances) for the following:

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any firearm, knife, explosive or other dangerous object of no reasonable use to the pupil at the school grounds.
3. Unlawful sale of any controlled substance, as defined in Section 11007 of the Health and Safety Code.
4. Robbery or extortion
5. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

The following is a list of the "most serious" offenses. A mandatory recommendation and mandatory expulsion by the Board are required by Ed. Code 48915(c).

1. Possessing, selling, or otherwise furnishing a firearm.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
5. Possession of an explosive.

State law provides for due process and right to appeal any order of expulsion.

No pupil shall be suspended or expelled for any of the acts enumerated unless the act is related to a school activity or school attendance.

Makeup of Work Missed During Suspension:

Any student suspended has the opportunity to make up any coursework or tests upon his/her return to school. This work must be completed within the same number of days suspended. It is the student's responsibility to inquire about missed work.

Disciplinary Guidelines for Specific Offenses

Note any offense listed in this section of the student handbook that states "school site discipline" refers to the different options school administrators can impose such as: in school suspension, detention before, recess, lunch and after school, community service and/or Saturday School.

A. Alcohol

1. Any Offense
 - a. Suspension and parent conference
 - b. Probable recommendation for expulsion or exclusion

B. Arson, Vandalism/Defacing or use of explosives. In all cases, the student for damages or

losses that occur will make payment, and all arson cases will be reported to the Fire Department and Police.

1. First Offense
 - a. School site discipline
 - b. Suspension and parent conference
 - c. Referral to law enforcement
 - d. Severe violations will result in recommendation for expulsion and

- arrest.
- C. Battery
 - 1. Any Offense
 - a. Suspension and parent conference
 - b. Notify police of incident, possible arrest
 - c. Additional possibilities as the administrator deems necessary
 - D. Assault and/or Battery on Teachers or other School Personnel
 - 1. Any Offense
 - a. Suspension and police arrest
 - b. Recommendation for expulsion
 - E. Classroom Referrals and Defiance of Authority
 - 1. Any Offense
 - a. School site discipline
 - b. Possible suspension
 - c. Possible expulsion or placement in alternate program
 - F. Drugs and/or Narcotics
 - 1. Any Offense
 - a. Suspension and recommendation for expulsion
 - b. Report to law enforcement, possible arrest
 - G. Extortion (Force or Fear)
 - 1. First Offense
 - a. Suspension
 - b. Referral to police
 - c. Recommendation for expulsion or exclusion
 - H. Forgery
 - 1. Any Offense
 - a. Parent Conference
 - b. School site discipline
 - c. Possible suspension
 - I. Hazing/Student Harassment
 - 1. Any Offense
 - a. School site discipline
 - b. Suspension
 - c. More serious offenses may lead to a recommendation for expulsion.
 - J. Insults and/or Abuse to School Personnel
 - 1. Any offense of this nature will not be tolerated
 - a. Suspension and parent conference
 - b. School site discipline
 - c. Possible recommendation for expulsion or exclusion
 - K. Profanity, Vulgarity, Pornography
 - 1. Any Offense
 - a. School site discipline

- b. Possible suspension
- c. Serious or repeated violations may lead to expulsion or placement in an alternate program.

L. Student Sexual Harassment

The governing board prohibits unlawful sexual harassment of or by any student by anyone in or from the District. Any student who engages in the sexual harassment of anyone in or from the District may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal. The Board expects students or staff to immediately report incidents of sexual harassment to the Superintendent/Principal, or Designee or to another District Administrator. The District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the educational setting, (Education Code 121.5). For the purpose of further clarification, sexual harassment includes but is not limited to the following:

- 1. Unwelcome leering, sexual flirtations or propositions.
- 2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- 3. Graphic verbal comments about an individual's body, or overly personal conversation.
- 4. Sexual jokes, stories, drawings, pictures or gestures.
- 5. Spreading sexual rumors.
- 6. Assault, touching, impeding, or blocking movement.
- 7. Continuing to express sexual interest after being informed that the interest is unwelcome.
- 8. Making reprisal, threats of reprisal, or implied threats of reprisal following a negative response.

M. Tobacco (Use or Possession)

- 1. First Offense
 - a. Suspension
 - b. Parent Conference
 - c. School site discipline

N. Threats

- 1. First Offense
 - a. School site discipline
 - b. Possible suspension
- 2. Succeeding Offenses
 - a. School site discipline and parent conference
 - b. Suspension
 - c. Possible expulsion or placement in alternate program

O. Weapons

A student in the possession of any object, which is determined by an administrator to be a weapon, with or without the intent of use, is subject to penalty as designated below:

1. Parent contact
2. Confiscation
3. Police contact
4. Suspension
5. Possible expulsion or exclusion

P. Withholding Records/Unpaid Debts

A pupil's grades, diploma and transcripts may be withheld if district property is damaged or not returned by the pupil. Unpaid debts will warrant holding records as well.

The Tipton Elementary School District will honor the debts of other school districts that have notified us that a former student of theirs that is now attending Tipton has an outstanding debt. When debts are repaid, the student will have their report cards, given to them.

Q. Homework discipline procedure

To address the ongoing problem of students not completing homework Tipton School has instituted the following Homework procedure:

1. The first violation – parents are contacted by teacher either by note, phone call, or conference.
2. The second violation – parents are contacted by teacher either by note, phone call, or conference. Student is assigned 2 days of recess detention.
3. The third violation – parents are contacted by teacher either by note, phone call, or conference. Student is assigned Saturday School.

Continued violations will place the student in recess detention, lunch detention, after school detention, and/or Saturday School. Students assigned Saturday School that do not attend risk community service or suspension for non-attendance. A violation is when a student does not complete one or several homework assignments in a single day

Bullying Prevention

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously. i.e.

Sprigeo.com

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)



Tipton Elementary School District

Legal Notice for Pupils and Parents/Guardians

Bullying and Harassment

The Tipton Elementary School District prohibits discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics of a person's disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within a District school.

Bullying is defined as any *severe or pervasive* physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils that has or can be reasonably predicted to have the effect of causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health, academic performance, or ability to participate in school activities.

Board Policy 5131

REPORT IT

Any person that has been a victim of, or witnessed bullying or harassment on school grounds, during school activities, or going to and coming from school is highly encouraged to report the incident immediately to a counselor, administrator, or other adult personnel on campus. Students have an option of reporting the incident anonymously through the Bullying/Harassment Complaint form located at the school or online on the district's webpage.

INVESTIGATION

The principal or designee shall promptly investigate all complaints of bullying or sexual harassment. The student who filed the complaint shall have an opportunity to describe the incident, present witnesses and other evidence of the bullying or harassment, and put his/her complaint in writing. Within 10 school days of the reported incident, the principal or designee shall present a written report to the student who filed the complaint and the accused individual. The report shall include his/her findings, decision, and reason for the decision. If the student is in disagreement with the outcome of the investigation, an appeal can be filed at the school office located at 370 N. Evan Road, Tipton, CA 93272.

TRANSFER REQUEST

A child that has been reported as the victim of a violent offense or bullying as defined by state law is entitled to transfer to another school outside the District, under California Education Code 46600 § (b). Placement at a requested school is contingent upon space availability. Transfer requests can be obtained at the school office located at 370 N. Evan Road, Tipton, CA 93272.

Tipton Elementary School District Crisis Procedures

Services available to students in need/crisis situations:

There are a variety of services available to students in crisis, depending on severity of need:

1. If a student threatens to harm him/herself: the counselor or psychologists will assess the situation (does the student have a plan, do they have access to weapons, etc.), notify parent, and contact Tulare Youth Services Bureau Crisis Intervention Team.
2. If a student threatens to harm others: school site administration and psychologist will conduct a threat assessment per district guidelines, or contact sheriff as needed.
3. If a student has been the victim of sexual abuse: the counselor or psychologist will contact TYSB sexual abuse unit.
4. If a student is being hurt by someone in their family: Child Welfare Services will be contacted.
5. If a student fears for his/her life: counselor/psychologist will assess the situation and determine the specifics, contact administration on-site, notify parents, and follow through with appropriate steps as necessary for the given situation. (i.e. contact sheriff, CWS, conduct threat assessment, etc.)
6. In the event of a death/loss/tragic event on campus: offer counseling sessions involving school psychologist and other personnel as needed.
7. If the case is not severe enough to warrant immediate action, or if student requires routine follow-up or additional support, the following are examples of services available on campus:
 - a. TYSB— 2 days per week.
 - b. School Psychologist – 2 days per week
 - c. BHS—Behavior Healthy Services as appropriate
 - d. Family Service Worker—2 days per week

Emergency Procedures General Information

Tipton Elementary School District

1. Disaster Command Center will be at the site of the Incident Commander Director (Site Principal)
2. All information released will come from the Disaster Command Center with prior approval from the Superintendent or designee.
3. Communication will be through intercom/cell phones/email.
4. Maintenance will be responsible for securing shut off valves and cutting mains as needed.
5. Chain of command:

Co Superintendent	Stacey Bettencourt
Co Superintendent/Designee	Jacob Munoz
Co Superintendent/Designee	Anthony Hernandez
Designee	Fausto Martin

Through the Command Center the District, Sheriff and Fire Department will be notified of the situation and appropriate steps put in place.

Disaster Procedures

- Fire Drill Procedures**
- Earthquake Procedures**
- Lockdown/Shelter In Place**
- Evacuation/School Closure**
- Bomb Threat Procedures**
- Power Outage Procedures**

Fire Drills done monthly
Duck and Cover done quarterly

Tipton School District **Disaster Procedures**

- All communication is made with simple verbal directions (intercom, loud speaker, etc.) and not dependent on bells and electronic signals with exception of the standard fire alarm.
- Emergency telephone numbers are posted in the office.
- First-aid kits are easily accessible and staff is knowledgeable on first-aid procedures.
- Instructions for emergency care, medications, and the treatment of illnesses are accessible to all staff.
- Evacuation procedures and routes are posted in compliance with county regulations.

INCIDENT COMMANDER – The Principal, and/or Principal’s Designee

- Commence operations from the center, and
- Take overall responsibility for the operations of the center and its functions.
- Consult Job descriptions for positions below.
- Set up the Command Center and collectively choose:
 - Incident Commander-Principal
 - Logistics and Planning Chief-Superintendent/Designee
 - Operations Director-Director of Maintenance and Operations/Designee
 - Search and Rescue Team-Director of Maintenance and Operations/Designee
 - Facility Check/Safety & Security-Director of Maintenance and Operations/Designee
 - Planning/Intelligence-Superintendent/Designee
 - Medical Director-School Nurse
 - Documentation Staff

OPERATIONS/SEARCH AND RESCUE TEAM

- Collectively choose a Search and Rescue Team Director-Maintenance Director
- Secures as much information on how many, and in what locations missing students, personnel and volunteers are located
- Visually inspects structures for structural damage before deciding to reenter the structure (if in doubt, ask for help from the Command Center)
- If it is deemed safe to reenter structures, commences with rescue option within

STUDENT CARE AND RELEASE-Classroom Teachers and Specialists

- Instruct students to assemble in a safe place at the assembly area
- Assume Student Care and Student Release responsibilities
- Take roll using the Student Accounting Form
- Use the Student Release Form for students who leave with parents or authorized adults listed on emergency release forms.
- Maintain a calm, supervised assembly with students
- Keep students informed as appropriate.

Tipton Elementary School District

Fire Drill Procedures

- The alarm will sound
- If no alarm sounds but you see or smell smoke, flames or a suspicious odor, PULL THE NEAREST FIRE ALARM or report your suspicion to the office and evacuate from your room.
- EVACUATE: Upon hearing the alarm, teachers are to evacuate their rooms in a safe and orderly manner according to the practiced drill procedures.
- Teachers will take the class emergency bucket, roll book, visually inspect the room for students trailing behind, and be the LAST one out the door.
- Do not touch the light switch, if on, leave on, if off, leave off.
- Close all doors to the room
- Leave the room and guide your students to their designated assembly area with emergency bucket.
- Take roll and report any missing students to the Team Leader in charge.
- Follow all directions given by sheriff, fire or any other emergency personnel on scene. In the event of a false alarm, administrative personnel/designee will notify when it is safe to re-enter buildings and resume school business.
- Command Center will be set up if situation warrants – Procedures will be followed per Incident Commander’s direction. Provide “All Clear” when Incident Commander calls Leaders area
- Teachers should assess their students for signs of emotional upset or shock and notify the Incident Commander or administrative personnel/designee of any students needing attention and/or support.
- If parents wish to take their child during an emergency, make sure they sign out through the teacher in charge. Stand release procedures should be followed in that no child will be released to anyone not on the child’s emergency card.
- Every student released will be recorded on the Student Release Form.

Tipton Elementary School Fire Drill Incident Commander Check List

Leader
_____ Mrs. Lowry

Area
Bus Barn

Leader
_____ Ms. Keen
_____ Mrs. Calderon
_____ Mrs. Hurtado

Area
Basketball/Tetherball Courts

Leader
_____ Mrs. Gilbert
_____ Mrs. Burrell
_____ Mr. Pharis

Area
600 Wing Grass Area

Leader
_____ Mrs. Megan Rice

Area
Student Court

Leader
_____ Mrs. Miller

Area
Front of School

Tipton Elementary School District EARTHQUAKE PROCEDURES:

Earthquakes generally occur without warning and may cause minor to serious ground shaking, damage to buildings and injuries. Even a mild tremor can create a potentially hazardous situation. The following procedures should be implemented in response to all earthquakes, regardless of magnitude.

Procedure

Note: Keep calm and remain where you are. Assess situation, then act. Remember, most injuries or deaths are direct cause of falling or flying debris.

1. Upon first indication of an earthquake, teachers direct students to **Duck and Cover**.
2. Move away from windows and overhead hazards to avoid glass and falling objects
3. When shaking stops, School Administrator initiates **Evacuate Building**. Staff and students evacuate buildings using prescribed routes or other safe routes to assembly/shelter site.
4. Teachers bring their student roster and take attendance at assembly/shelter site to account for students. Teachers notify Team Leaders of missing students.
5. If injury or damage is suspected, School Administrator **“calls 911.”**
6. School Administrator contacts District Office
7. Site Security Team attempts to suppress fires with extinguishers.
8. Site Security Team notifies school personnel of fallen electrical wires.
9. Site Security Team turns checks for gas main leaks and water leaks and notifies plant supervisor of situation.
10. Site Security Team is directed to stand post in areas of building to keep people from entering.
11. Site Security Team Leader notifies plant supervisor to contact appropriate utility companies of any damages to water lines, sewers, power lines and other utilities.
12. Medical Team checks for injuries and provides appropriate first aid.
13. If area appears safe, Search and Rescue Team makes initial inspection of school buildings to identify any injured or trapped students or staff.
14. School Administrator stays in contact with District Personnel.
15. School Administrator confers with TESD Director of Facilities and Director of Maintenance and/or Designees to ensure buildings are safe for re-occupancy. When safe to do so, Site Security Team conducts inspection of school buildings. Site Security Team maintains a log of their findings, by building and provides periodic report to Incident Commander.
16. Any affected areas are not reopened until Local District Facilities Director provides clearance and School Administrator gives authorization to do so.
17. School Administrator initiates **Off- Site Evacuation** if warranted.

DUCK AND COVER

This action is taken to protect students and staff from flying or falling debris.

Description of action

1. The Principal or designee will make the following announcement on the PA system. If the PA system is not available, the Principal or designee will use other means of communication, such as messengers to deliver instructions. The Principal or designee should be calm, convey reassuring comments that the situation is under control and give clear directions.

Announcement:

“YOUR ATTENTION PLEASE. DUCK, COVER AND HOLD ON. DUCK, COVER AND HOLD ON. ADDITIONAL INFORMATION AND INSTRUCTIONS TO FOLLOW.”

2. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
3. If outside, teachers will instruct students to drop to the ground, place their heads between their knees and cover their heads with their arms and hands.
4. Teachers and students should move away from windows.

After the Earthquake:

Once the shaking has stopped, the teacher will:

- Assess the situation and remain calm.
- If there are any injured people, contact a buddy teacher (or office/administrative personnel if buddy teachers is unavailable) to decide who will stay with the injured, and who will facilitate the safe evacuation of students.
- An adult must stay with the injured until the search and rescue team can provide assistance in evacuating the injured.
- Assess the evacuation route and evacuate students outside to the FIRE DRILL ASSEMBLY AREA and away from trees, power lines, etc. Remember to take the emergency buckets and roll book, from the rooms.
- Take roll and to report any missing students to the team leader in charge.
- Administrative personnel/designee will notify if/when it is safe to reenter the buildings and resume school business.
- Command Center will be set up if situation warrants – Procedures will be followed per Incident Commander’s direction.
- Follow all directions given by police, fire or any other emergency personnel on scene.

- Teachers should assess their students for signs of emotional upset or shock and notify the Incident Commander or administrative personnel/designee of any students needing attention and/or support.
- If parents wish to take their child during the emergency, make sure they sign out through the teacher in charge. Standard release procedures should be followed in that no child will be released to anyone not on the child's emergency card.
- Every student released will be recorded on the Student Release Form.

USE OF SCHOOL AS EVACUATION CENTER OR SHELTER

Under State law (California Emergency Services Act) all public schools are subject to be used as evacuation centers or shelters or for other emergency purposes during a disaster. As such, the school Principal will work with the Tulare County Office of Emergency Services and the Tulare County Chapter of the American Red Cross to develop such plans, procedures and agreements as necessary to ensure the school is prepared to meet this obligation. Review and renewal of said plans and agreements should be done annually in concert with the annual update of the Safe School Plan.

LOCKDOWN/SHELTER IN PLACE

LOCK-DOWN ACTION

To be used in the event of:

- Civil Disturbance
- Gunfire/Police action in vicinity
- Armed Intruder/Hostage situation on campus
- Hostage Crisis
- Other threat situation as appropriate

Teachers will:

- Immediately lock their classroom door
- Instruct students to move away from doors and windows, and then implement DUCK AND COVER unless directed otherwise.
- Close all windows, blinds and curtains
- Turn off all lights
- Instruct students to remain silent
- Await further instruction from Incident Command staff or Police

Students will:

- Move away from doors or windows
- Assume DUCK AND COVER if directed by teacher
- Remain silent
- Await further instructions from teacher

Incident Command staff will:

- Determine the level of response required for the incident
- Establish an Incident Command Post (ICP)
- Notify appropriate School District officials (District Emergency Manager/Staff)
- Convene Student Release team if needed (Operations)
- Prepare incident status report for emergency response personnel (Plans/Intel)
- Be prepared to assist with building access for emergency responders (Logistics)
- Direct any buses enroute with students to an alternate location.

Action is rescinded when:

- It is deemed safe by the Incident Commander (Principal or other official)
- Teachers are given the "All Clear" or other instructions

Initial Action:
DUCK AND COVER

To be used as the Initial reaction to any sudden event such as gunfire, earthquake, explosion, etc. This action may be followed by “Lock-Down”, “Shelter-In-Place” or “Evacuate Building” actions.

The DUCK and COVER action should also be used during a LOCK DOWN, if gunfire, explosions or similar threats are occurring.

Teachers will:

- If outside, direct students to drop to ground, tuck head between knees and cover head and face with arms and hands
- If inside, direct students away from windows, bookshelves and carts
- Direct students to duck under desks, tables etc. and cover heads and faces with arms and hands
- Remind students not to lie down, they should crouch and remain mobile.
- Assume the same Duck and Cover position as students
- Await further instructions or “All Clear” signal
- After the “All Clear”, take roll and determine the condition of all students
- Report injuries or other immediate safety concerns

Students will:

- Move quickly away from windows, bookshelves or anything that might fall
- If possible, duck under a desk or table
- Kneel with head resting at knees, arms covering back of head
- Do not lie down, remain mobile and quiet
- Remain in place until given the “All Clear” signal

School Incident Commander will:

- Determine the level of response required for the incident
- Establish an Incident Command Post (ICP)
- Notify appropriate School District officials if needed (District Emergency Manager/Staff)
- Convene Student Release team if needed (Operations)
- Prepare incident status report for emergency response personnel if needed

Action is rescinded when:

- It is deemed safe by the Incident Commander (Principal or other official)
- Teachers are given the “All Clear” or other instruction

EVACUATION/SCHOOL CLOSURE:

Action taken after decision is made that it is unsafe to remain in the building.

Announcement:

“YOUR ATTENTION PLEASE...PLEASE EVACUATE ALL BUILDINGS. EVACUATE ALL BUILDINGS.

TEACHERS AND STUDENTS ARE TO EVACUATE TO THEIR DESIGNATED ASSEMBLY AREA. LOCK DOORS AS YOU ARE EXITING.

EVACUATE ALL BUILDINGS.”

1. **Incident Commander (Principal** or designee initiates announcement per P.A. system or fire alarm).
2. Teachers instruct students to evacuate building, using designated routes and assemble in their assigned assembly/shelter area. (**Teachers and students report to East playground area next to Smith Street**).
3. Once assembled, teachers and students stay in place until further instructions are given.

EVACUATION: Upon hearing the ALL CALL public address, teachers are to evacuate their rooms in a safe and orderly manner according to the practiced drill procedures.

- Teachers will take the class emergency bucket, her/his roll book, visually inspect the room for stragglers, and be the last one out the door.
- Do not touch the light switch, if on, leave on, if off, leave off.
- Close all doors to the room.
- Leave the room and guide your students to their designated assembly area.
- Take roll and report any missing students to the team leader in charge.
- Command Center will be set up if situation warrants – Procedures will be followed per Incident Commander’s direction.
- Follow all directions given by sheriff, fire or any other emergency personnel on scene.
- Teachers should assess their students for signs of emotional upset or shock and notify the Incident Commander or administrative personnel/designee of any students needing attention and/or support.
- If parents wish to take their child during the emergency, make sure they sign out through the teacher in charge. Standard release procedures should be followed in that no child will be released to anyone not on the child’s emergency card.
- Every student released will be recorded on the Student Release Form.

SCHOOL CLOSURE PROCEDURES:

- Office personnel will establish a phone tree within the office, and call for student pick up by a person on the authorized list of each student's enrollment form.
- Office personnel will call the public media to announce closure. **IT MAY BE NECESSARY TO USE CELL PHONES DUE TO POWER OUTAGE.**
- Office personnel will release students to parents who come to pick up their children using the everyday SIGN-OUT procedures.
- Teachers will stay with their students until all students have been picked up or appropriate arrangements have been made by the administration for students not picked up.
- If necessary, an assembly area will be set up for students remaining at the school. If necessary, the student sign-out area will be moved from the school office and located as close to the assembly area as is practical. In this case, every student released will be recorded on the Student Release Form.

STUDENT CARE EMERGENCY/DISASTER SIGN-OUT ROSTER FORM for EMERGENCY/DISASTER PREPAREDNESS

Please complete upon release of a child from an emergency/disaster evacuation site. A best practice recommendation is to have only one person/staff release the children program wide.

Student Name	Class	Time Picked Up	Picked Up by Whom	Destination
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				

Tipton Elementary School District Bomb Threat Procedures

Responses to Bomb Threat is initiated upon the discovery of a suspicious package on campus grounds or receipt of a threatening phone call that present risk of an explosion.

Procedure

1. If threat is received by telephone, person receiving the call attempts to keep the caller on the telephone as long as possible and alerts someone else to contact **School Administrator and/or School Police Officer (559) 757-3526 or 733-6218 24 hour phone number.**
2. The person receiving the call is to stay calm and speak calmly. Listen closely to voice of caller to determine caller's age, sex, accent, speech impediment etc. Listen for background noise such as payphone, school yard, busy traffic, railroad cars, PA systems etc.
3. **Person answering the bomb threat asks the following questions, records the answers, and then immediately notifies School Administrator and/or Tulare County Sheriffs Office:**
 - **When is the bomb going to explode?**
 - **Where is it?**
 - **What will cause it to explode?**
 - **What kind of bomb is it?**
 - **What's your name?**
 - **Why are you doing this?**
 - **What can we do for you to avoid this?**
 - **Can I call you back? Give me your number.**
4. Advise District Office or Tulare County Sheriff of situation, if not done so already.
 - District Office (559) 752-4213
 - Tulare County Sheriff Department (559) 757-3526 or 733-6218
5. Depending on the seriousness of the threat, make a decision whether or not to evacuate.
6. With Administration, Police Officers and Security Teams and other appropriate staff conduct a search of the school. If a strange or suspicious object is discovered, it is **NOT** to be touched, handled or moved by searching personnel. Notify jurisdictional law enforcement agency of situation by "**calling 911.**"
7. Have appropriate staff contain area, keeping everyone away. Have other search teams continue to search until all areas of the campus and buildings have been

completely searched (possibility of secondary device or object could have been planted). All Cell Phones should be turned off and not used.

8. After search, School Administrator determines appropriate Immediate Response Action(s), which may include **DUCK AND COVER, LOCK DOWN, EVACUATE BUILDING OR OFF-SITE EVACUATION.**
9. When suspicious object or bomb is found, School Administrator issues **Evacuate Building Action.** Staff and students evacuate building using prescribed routes or alternate safe routes away from object to assembly/shelter site.
10. Teachers bring student roster and take attendance at assembly area to account for students. Teachers notify Student Care Team of missing students.
11. School activities are not resumed until affected area and school has been inspected and searched by proper authorities and determined to be safe. School Administrator will make **All Clear Announcement.**

Tipton Elementary School District Power Outage Procedures

LOSS OR FAILURE OF UTILITIES

Procedure addresses situations involving loss of water, power or other utility on school grounds. Should also be used in the event of discovering gas leaks, exposed electrical lines, or break in sewer lines.

Procedure

1. If water or electrical line is broken, efforts are made to turn off water or power to affected area and to notify School Administrator and Site Plant Supervisor immediately.
2. Upon notice of loss of utilities, School Administrator assesses situation and determines if appropriate Immediate Response Actions, which may include **Shelter-In-Place or Evacuate Building**, are to be initiated.
3. School Administrator or Designee notifies TESD Maintenance and Operations Administrators and informs them of situation which includes location and nature of situation/emergency. Additional appropriate personnel are notified at discretion of School Administrator.
4. Maintenance Personnel, working with School Administration, contact affected utility company to determine whether their assistance is required and determine potential length of time service will be interrupted.

Tipton Elementary School District

Active Shooter Procedures

WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY:

Quickly determine the most reasonable way to protect your own life. Remember that students should follow the lead of school staff during an active shooter situation.

1. RUN - If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering the area
- Follow the instructions of any police officers
- Keep your hands visible at all times
- Do not attempt to move wounded people
- Call 9-1-1 when you are safe

2. HIDE - If evacuation is not possible, quickly find a place to hide. Your hiding place should:

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
- Not trap you or restrict your options for movement
- If the active shooter is in a nearby room or hallway:
- Lock the door
- If possible, quickly blockade the door with furniture
- Silence your cell phone and/or pager
- Silence other sources of noise (i.e., radios, televisions)
- Hide behind large items (i.e., cabinets, desks)
- Remain quiet

3. FIGHT As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter:

- Aggressively attack the attacker
- Throw items or strike the attacker with improvised weapons

- Yell, kick, punch
- Don't quit...it may save your life or the lives of others!

If you are the first person to contact law enforcement when they arrive, or if you escape the shooter and call 9-1-1, try to provide this information:

- Your name and school name and location
- Location of the active shooter
- Number of shooters, if more than one
- Physical description of shooter or shooters
- Number and type of weapons held by the shooter or shooters
- Number of potential victims at the location

WHEN LAW ENFORCEMENT ARRIVES

The first officers to arrive will not stop to help injured persons. Law enforcement's primary mission will be to stop the active shooter as soon as possible, and Officers will proceed directly to the area in which the last shots were fired.

- Officers may arrive individually or in teams, and may wear regular patrol uniforms or bulletproof vests, helmets, and other tactical equipment
- Officers may be armed with rifles, shotguns, handguns
- Officers may use tear gas or small explosive devices to control the attacker
- Officers may shout commands, and may push staff and students to the ground for their safety
- Remain calm, and follow officers' instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers, such as reaching or grabbing onto them
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just rapidly proceed in the direction they point you, and keep your hands up and clearly visible to them at all times

Once students and staff reach a safe location, they will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Staff and students must not leave until released by law enforcement authorities.

When it is safe to do so, additional officers and emergency medical personnel will follow the initial officers, and move in to treat and remove any injured persons.

Tipton Elementary School District Biological or Chemical Release

A biological or Chemical Release involves discharge of a biological or chemical substance in a solid, liquid or gaseous state. The release of radioactive materials may happen. Common chemical threats within or adjacent to schools include discharge of acid in a school laboratory, overturned truck of hazardous materials in proximity of the school, or a nearby explosion at oil refinery, chemical plant or railroad yard.

Indicators suggesting the release of a biological or chemical substance: multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include an unusual odor or the presence of distressed animals or dead birds.

Tipton Elementary is notified by Tulare County Ag Commissioner of pesticides being used within ¼ mile radius of the school. www.calschoolnotify.org

- Information is then forwarded to Maintenance Director

Scenario 1- Substance Released Inside a Room or Building

Procedure

1. School Administrator initiates **Evacuate Building**. Staff uses designated routes or other alternative safe routes to assigned assembly/shelter site, located **upwind** of affected room or building.
2. School Administrator **call 911**, providing exact location and nature of emergency.
3. School Administrator notifies District of situation.
4. Access to potentially contaminated areas is restricted.
5. Site Security Teams turns off local fans in area of release, closes windows and doors and shuts down the building's air system, if this can be done without exposure to released substance.
6. Persons who have come into direct contact with hazardous substances move to an area with fresh, clean air and wash with soap and water. Immediately remove and contain contaminated clothing. Do not use bleach or other disinfectants on potentially exposed skin. Individuals who have been contaminated "tropically" by a liquid are segregated from unaffected individuals (isolation does not apply to widespread airborne releases).
Affected individuals remain isolated until cleared for by release by Tulare County HazMat Interagency Team or Tulare County Health Department. A member of Medical Team assesses need for medical attention, but should not come in contact with exposed persons unless fully protected with personal protective equipment.
7. Student Care Team provides a list of all people in affected room or contaminated area, specifying those who may have had actual contact with substance.
8. Any affected areas will not be reopened until Tulare County HazMat Interagency Team or appropriate agency provides clearance and School Administrator gives authorization to do so.

Scenario 2- Substance Released Outdoors and Localized

Procedure

1. School Administrator determines appropriate immediate Response Action, which may include **Shelter-In-Place** or **Evacuate Building** while directing staff to remove students from affected areas to area **upwind** from the release.
2. Site Security Team establishes safe perimeter around affected area and ensures personnel do not reenter area.
3. School Administrator **calls "911,"** providing exact location and nature of emergency.
4. School Administrator notifies District of situation.

A District Representative shall immediately notify the State Office of Emergency Services, (800) 852-7550 and advise of the situation.

5. Site Security Teams turns off local fans in area of release, closes windows and doors and shuts down the building's air system, if this can be done without exposure to released substance.

6. ADMINISTRATIVE: Action items:

6.7 Approve Change Order # 8

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELL

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 office
(559) 627-1925 fax

CHANGE ORDER

NO. 08

TO: Oral E. Micham Inc.
P. O. Box 745
Woodlake, CA 93286

DATE: February 26, 2018
CO NO.: Eight
PROJECT NO.: 1473

PROJECT: New Multi-Purpose Building at Tipton Elementary School
Tipton Elementary School District

emailed 2/26/18

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached Exhibit "A" for Description of Work

TOTAL THIS CHANGE ORDER: DEDUCT (\$16,374.00)

Attachments:

The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect to this change order.

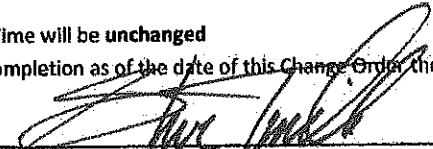
The original Contract Sum was	\$	5,878,945.07
Net change by previous Change Orders	\$	127,553.71
The Contract Sum prior to this Change Order was	\$	6,006,498.78
The Contract Sum will be changed by this Change Order	\$	(16,374.00)
The new Contract Sum including this Change Order will be	\$	5,990,124.78

The Contract Time will be **unchanged**

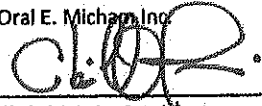
ZERO (0) days.

The Date of Completion as of the date of this Change Order therefore is

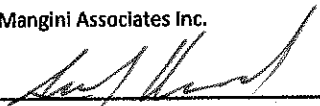
October 28, 2017

Contractor: 
Steve Tindle, Vice President
Oral E. Micham Inc.

Date: 2-26-18

Architect: 
Chris McLain, President
Mangini Associates Inc.

Date: 3.2.18

Owner: 
Anthony Hernandez, Superintendent
Tipton Elementary School District

Date: 5/29/18

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC.
#320 West Mineral King Avenue
Vista, California 92081

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CHANGE ORDER NO. 7
NEW MULTI-PURPOSE AT TIPTON ELEMENTARY SCHOOL

EXHIBIT "A"

Description of Work

Item No. 1: BL #52: Site revisions based on the future "Phase 2/3" work.
Reason: Owner Request.

DEDUCT (\$16,374.00)

TOTAL THIS CHANGE ORDER (\$16,374.00)

7. FINANCE: Action items:

7.1 Vendor Payments

Board Meeting June 5, 2018

APY LIST

** FINAL **

Vendor No	Vendor Name	Reference Number	Payment Date	PO #	Invoice No	Account Code	Amount
14327	4IMPRINT, INC.	181487	5/2/2018 12:00:00 AM	15775406	15775406	010-90336-0-11100-10000-43000-0	\$449.63
14196	Action Equipment Rentals	181438	4/13/2018 12:00:00 AM	161547	161547	010-00000-0-00000-81000-58000-0	\$174.41
13971	ALMEIDA, VIRGINIA	181439	5/11/2018 12:00:00 AM	STC FEB HV REIMB.	STC FEB HV REIMB.	010-90336-0-11100-10000-52000-0	\$86.11
13971	ALMEIDA, VIRGINIA	181440	5/11/2018 12:00:00 AM	STC MAR HV REIMB.	STC MAR HV REIMB.	010-90336-0-11100-10000-52000-0	\$32.70
13971	ALMEIDA, VIRGINIA	181441	5/11/2018 12:00:00 AM	STC APR HV REIMB.	STC APR HV REIMB.	010-90336-0-11100-10000-52000-0	\$85.02
14222	ALVAREZ ELECTRICAL & DAIRY SERVICE	181411	4/27/2018 12:00:00 AM	6928	6928	010-00000-0-00000-81000-58000-0	\$1,066.49
14222	ALVAREZ ELECTRICAL & DAIRY SERVICE	181436	4/27/2018 12:00:00 AM	7501	7501	010-00000-0-00000-81000-58000-0	\$360.00
13036	AMERICAN FIDELITY	181437	5/1/2018 12:00:00 AM	LTD MAY	LTD MAY	010-00000-0-00000-00000-94024-0	\$388.78
12788	ARAMARK UNIFORM SERVICES	180306	5/3/2018 12:00:00 AM	601742979	601742979	010-00000-0-00000-81000-55000-0	\$206.58
12788	ARAMARK UNIFORM SERVICES INC	181341	4/26/2018 12:00:00 AM	792182232	792182232	010-00000-0-00000-81000-55000-0	\$223.03
12788	ARAMARK UNIFORM SERVICES INC	181442	5/10/2018 12:00:00 AM	601750417	601750417	010-00000-0-00000-81000-55000-0	\$215.22
12788	ARAMARK UNIFORM SERVICES INC	181443	5/17/2018 12:00:00 AM	601757900	601757900	010-00000-0-00000-81000-55000-0	\$251.79
12788	ARAMARK UNIFORM SERVICES INC	181295	4/19/2018 12:00:00 AM	601728165	601728165	010-00000-0-00000-81000-55000-0	\$222.96
12788	ARAMARK UNIFORM SERVICES INC	181296	4/12/2018 12:00:00 AM	601720865	601720865	010-00000-0-00000-81000-55000-0	\$230.55
14101	B&B PEST CONTROL SERVICE	181444	4/27/2018 12:00:00 AM	01-TIP-04-18	01-TIP-04-18	010-00000-0-00000-81000-58000-0	\$170.00
13603	BURRELL, GEORGINA	181342	5/3/2018 12:00:00 AM	LOTTERY REIMB.	LOTTERY REIMB.	010-11000-0-11100-10000-43000-0	\$100.00
14322	CARISSA BLACKSILL	181298	4/5/2018 12:00:00 AM	TIPTON ELEMENTARY	TIPTON ELEMENTARY	010-07200-0-11100-10000-43000-0	\$360.00
14166	CDI	181346	4/19/2018 12:00:00 AM	652246	652246	010-07200-0-11100-10000-43000-0	\$191.67
13619	CDW GOVERNMENT, INC	181410	5/2/2018 12:00:00 AM	MPL4799	MPL4799	010-00000-0-11100-10000-43000-0	\$506.19
13619	CDW GOVERNMENT, INC	181413	5/1/2018 12:00:00 AM	MPF8444	MPF8444	010-60100-0-11100-10000-43000-0	\$209.32
13619	CDW GOVERNMENT, INC.	181402	4/17/2018 12:00:00 AM	MKR7753	MKR7753	010-30100-0-11100-10000-43000-0	\$700.00
13619	CDW GOVERNMENT, INC.	181447	5/9/2018 12:00:00 AM	MQX5638	MQX5638	010-60100-0-11100-10000-43000-0	\$207.27
13619	CDW GOVERNMENT, INC.	181449	5/4/2018 12:00:00 AM	MQC5538	MQC5538	010-60100-0-11100-10000-43000-0	\$323.66
13619	CDW GOVERNMENT, INC.	181299	4/16/2018 12:00:00 AM	MKR0117	MKR0117	010-30100-0-11100-10000-43000-0	\$7,702.25
12938	CENTRAL VALLEY LOCK & SAFE	181453	5/9/2018 12:00:00 AM	52300	52300	010-00000-0-00000-81000-43000-0	\$616.61
14245	CENTRAL VALLEY REFRIGERATION	181343	4/6/2018 12:00:00 AM	18458	18458	010-00000-0-00000-81000-56000-0	\$227.02
14245	CENTRAL VALLEY REFRIGERATION	181344	4/10/2018 12:00:00 AM	18517	18517	010-00000-0-00000-81000-56000-0	\$140.00
14245	CENTRAL VALLEY REFRIGERATION	181345	4/24/2018 12:00:00 AM	18753	18753	010-00000-0-00000-81000-56000-0	\$140.00
12602	COLSON AUTO PARTS	181347	4/6/2018 12:00:00 AM	902524	902524	010-07230-0-00000-36000-43000-0	\$56.56
12602	COLSON AUTO PARTS	181450	5/14/2018 12:00:00 AM	907177	907177	010-07230-0-00000-36000-43000-0	\$48.79

12602 COLSON AUTO PARTS	181451	5/14/2018 12:00:00 AM	907204	010-07230-0-00000-36000-43000-0	\$34.44
13459 DELL MARKETING L.P.	181349	4/30/2018 12:00:00 AM	10239195516	010-07200-0-11100-10000-43000-0	\$3,916.05
13459 DELL MARKETING L.P.	181454	5/21/2018 12:00:00 AM	10243294389	010-42010-0-11100-10000-43000-0	\$1,305.33
13181 DEMCO	181336	4/18/2018 12:00:00 AM	63566638	010-07200-0-11100-24203-43000-0	\$109.20
13920 DESIREE HEINKS	181488	5/11/2018 12:00:00 AM	MILEAGE REIMB.	010-30100-0-11100-10000-52000-0	\$228.36
14153 Diamond Technologies Inc	181406	5/3/2018 12:00:00 AM	2169	010-07200-0-11100-10000-58000-0	\$1,710.00
14177 DUBUQUE BANK & TRUST	181351	4/26/2018 12:00:00 AM	7287401335	010-99900-0-00000-91000-74380-0	\$5,001.45
14177 DUBUQUE BANK & TRUST	181350	4/26/2018 12:00:00 AM	7287401335	010-99900-0-00000-91000-74390-0	\$22,485.58
14177 DUBUQUE BANK & TRUST	181352	4/26/2018 12:00:00 AM	7287401335	010-99900-0-00000-91000-74390-0	\$512.97
13796 E.M. THARP, INC.	181409	4/16/2018 12:00:00 AM	1	010-07230-0-00000-36000-56000-0	\$9,465.35
13983 EWING IRRIGATION	181456	5/5/2018 12:00:00 AM	5278551	010-81500-0-00000-81000-43000-0	\$138.39
13983 EWING IRRIGATION	181414	5/4/2018 12:00:00 AM	9594994-A-1	010-81500-0-00000-81000-43000-0	\$138.39
13983 EWING IRRIGATION	181300	4/4/2018 12:00:00 AM	5126727	010-81500-0-00000-81000-43000-0	\$117.46
14241 Explore Learning	181455	5/7/2018 12:00:00 AM	1947405	010-60100-0-11100-10000-58000-0	\$5,931.00
13831 F & M BANK VISA - OPC CA EDD TAX FEE	181463	5/24/2018 12:00:00 AM	7877 HERNANDEZ	010-00000-0-00000-00000-95025-0	\$10.70
13831 F & M BANK VISA- CA EDD TAX RETURN	181463	5/24/2018 12:00:00 AM	7877 HERNANDEZ	010-00000-0-00000-00000-95025-0	\$465.31
13831 F & M BANK VISA- CRAYOLA, HURTADO LOTTERY	181462	5/24/2018 12:00:00 AM	8230 MUNOZ	010-11000-0-11100-10000-43000-0	\$97.91
13831 F & M BANK VISA- DUNCAN ENTERPRISES, KSTAFF SUP.	181463	5/24/2018 12:00:00 AM	7877 HERNANDEZ	010-00000-0-11100-10000-43000-0	\$76.21
13831 F & M BANK VISA- NATIONAL FFA, T-SHIRTS	181463	5/24/2018 12:00:00 AM	7877 HERNANDEZ	010-30100-0-11100-10000-43000-0	\$1,382.31
13831 F & M BANK VISA- WALMART, CLOROX WIPES	181461	5/24/2018 12:00:00 AM	7893 MARTIN	010-00000-0-00000-81000-43000-0	\$258.00
14102 FOLLETT SCHOOL SOLUTIONS, INC.	181459	5/11/2018 12:00:00 AM	832802F	010-07200-0-11100-10000-43000-0	\$255.63
14102 FOLLETT SCHOOL SOLUTIONS, INC.	181460	5/15/2018 12:00:00 AM	832798F	010-07200-0-11100-24203-43000-0	\$1,134.36
13506 GLORIA BURRIS	181297	4/24/2018 12:00:00 AM	MILEAGE REIMB.	010-00000-0-11100-10000-52000-0	\$21.80
14315 HCI SYSTEMS	181356	4/30/2018 12:00:00 AM	109596	010-00000-0-00000-81000-58000-0	\$102.00
13471 INDEPENDENT SALES	181435	5/6/2018 12:00:00 AM	13434	010-07200-0-11100-10000-43000-0	\$139.38
13471 INDEPENDENT SALES	181357	4/22/2018 12:00:00 AM	13420	010-81500-0-00000-81000-43000-0	\$95.94
13471 INDEPENDENT SALES	181434	5/6/2018 12:00:00 AM	13434	010-81500-0-00000-81000-43000-0	\$166.61
13672 ISABEL DIAZ	181358	5/3/2018 12:00:00 AM	LOTTERY REIMB.	010-11000-0-11100-10000-43000-0	\$68.45
13745 JENNIFER HATFIELD	181312	4/25/2018 12:00:00 AM	LOTTERY REIMB.	010-11000-0-11100-10000-43000-0	\$94.82
13231 JESSICA HURTADO	181490	5/14/2018 12:00:00 AM	MILEAGE REIMB.	010-30100-0-11100-10000-52000-0	\$82.84
14307 JIM ENTERPRISES, INC	181309	3/22/2018 12:00:00 AM	20170371	010-30100-0-11100-10000-58000-0	\$5,940.00
14310 JONES SCHOOL SUPPLY CO INC	181416	5/2/2018 12:00:00 AM	1583133	010-00000-0-00000-81000-43000-0	\$49.75
3013 JORGENSEN & COMPANY	181464	5/16/2018 12:00:00 AM	5735977	010-00000-0-00000-81000-58000-0	\$204.44
13826 JOYUS PRODUCTIONS	181359	4/20/2018 12:00:00 AM	18-28811	010-07200-0-11100-24203-43000-0	\$139.15
13961 LOWES	181420	4/4/2018 12:00:00 AM	908813	010-00000-0-00000-07200-43000-0	\$94.24
13961 LOWES	181417	4/4/2018 12:00:00 AM	919125	010-00000-0-00000-81000-43000-0	\$20.57

13961	LOWES	181418	4/4/2018	12:00:00 AM	908812	010-00000-0-00000-81000-43000-0	\$61.44
13961	LOWES	181419	4/27/2018	12:00:00 AM	909629	010-00000-0-00000-81000-43000-0	\$123.53
12270	LOZANO SMITH	181466	5/10/2018	12:00:00 AM	2051623	010-00000-0-00000-71000-58000-0	\$814.28
14210	LUZ SANCHEZ	181335	4/25/2018	12:00:00 AM	LOTTERY REIMB.	010-11000-0-11100-10000-43000-0	\$100.00
14146	MANFREDI, GINA	181311	4/25/2018	12:00:00 AM	LOTTERY REIMB.	010-11000-0-11100-10000-43000-0	\$95.25
14092	MEDICAL BILLING TECH, INC.	181407	4/19/2018	12:00:00 AM	AR-25590	010-00000-0-00000-72000-58000-0	\$1,000.00
14092	MEDICAL BILLING TECH, INC.	181467	3/12/2018	12:00:00 AM	AR-25256	010-56400-0-11100-10000-58000-0	\$17.63
14092	MEDICAL BILLING TECH, INC.	181468	5/14/2018	12:00:00 AM	AR-26013	010-56400-0-11100-10000-58000-0	\$57.33
14318	MERCED COUNTY OFFICE OF ED.	181433	5/3/2018	12:00:00 AM	181002	010-30100-0-11100-10000-52000-0	\$175.00
13063	MICHELLE NUCKOLS	181421	5/7/2018	12:00:00 AM	AG ART PROJ. REIMB.	010-00000-0-11100-10000-52000-0	\$83.66
13882	MOBILE MODULAR MGT. CORP.	181361	4/24/2018	12:00:00 AM	1621834	010-00000-0-00000-81000-56000-0	\$509.00
13882	MOBILE MODULAR MGT. CORP.	181362	4/24/2018	12:00:00 AM	1622095	010-00000-0-00000-81000-56000-0	\$509.00
13882	MOBILE MODULAR MGT. CORP.	181363	4/24/2018	12:00:00 AM	1621833	010-00000-0-00000-81000-56000-0	\$509.00
14103	MUNOZ, JACOB	181489	5/11/2018	12:00:00 AM	MILEAGE REIMB.	010-30100-0-11100-10000-52000-0	\$228.36
12836	OFFICE DEPOT	181313	4/7/2018	12:00:00 AM	MULTI-INV	010-80000-0-00000-72000-43000-0	\$21.54
12836	OFFICE DEPOT	181314	4/13/2018	12:00:00 AM	MULTI-INV	010-11000-0-11100-10000-43000-0	\$922.06
12836	OFFICE DEPOT, INC.	181364	4/20/2018	12:00:00 AM	MULTI INV	010-11000-0-11100-10000-43000-0	\$343.70
12836	OFFICE DEPOT, INC.	181469	4/24/2018	12:00:00 AM	MULTI INV	010-11000-0-11100-10000-43000-0	\$1,042.81
12836	OFFICE DEPOT, INC.	181423	4/24/2018	12:00:00 AM	MULTI-INV	010-00000-0-11100-10000-43000-0	\$69.66
12836	OFFICE DEPOT, INC.	181424	4/25/2018	12:00:00 AM	MULTI-INV	010-00000-0-11100-10000-43000-0	\$256.70
12836	OFFICE DEPOT, INC.	181422	4/19/2018	12:00:00 AM	MULTI-INV	010-11000-0-11100-10000-43000-0	\$273.61
12836	OFFICE DEPOT, INC.	181425	3/23/2018	12:00:00 AM	MULTI-INV	010-60100-0-11100-10000-43000-0	\$277.31
14273	PITNEY BOWES INC	181339	4/6/2018	12:00:00 AM	1007011774	010-00000-0-00000-72000-43000-0	\$121.78
14323	RAQUEL GONZALES	181338	4/16/2018	12:00:00 AM	FINGERPRINT REIMB.	010-00000-0-00000-72000-58000-0	\$46.00
12434	SCHOLASTIC INC	181318	4/17/2018	12:00:00 AM	16924937	010-07200-0-11100-10000-43000-0	\$63.23
14308	SHI INTERNATIONAL	181324	4/19/2018	12:00:00 AM	B081074343	010-07200-0-11100-10000-43000-0	\$2,193.74
14308	SHI INTERNATIONAL CORP	181478	5/16/2018	12:00:00 AM	B08234403	010-07200-0-11100-10000-43000-0	\$70.62
14111	STSC	181366	5/1/2018	12:00:00 AM	ACTIVE HW MAY 2018	010-00000-0-00000-00000-95024-0	\$62,109.92
14111	STSC	181368	5/1/2018	12:00:00 AM	RETIRED HW MAY 2018	010-00000-0-00000-00000-95028-0	\$4,612.20
14111	STSC	181367	5/1/2018	12:00:00 AM	BOARD MEMBER HW MA\	010-00000-0-00000-71000-34020-0	\$6,927.40
5383	SOUTHERN CALIF EDISON CO	181372	4/25/2018	12:00:00 AM	2-01-784-2345	010-99900-0-00000-81000-55000-0	\$2,476.74
13902	SOUTHWEST SCH. & OFFICE SUPPLY	181370	4/24/2018	12:00:00 AM	PINV0415531	010-00000-0-11100-10000-43000-0	\$642.19
13902	SOUTHWEST SCH. & OFFICE SUPPLY	181371	4/26/2018	12:00:00 AM	PINV0416982	010-00000-0-11100-10000-43000-0	\$223.53
14197	Stanton Office Machine Company	181376	4/26/2018	12:00:00 AM	63455	010-00000-0-00000-72000-43000-0	\$297.03
14197	Stanton Office Machine Company	181377	4/26/2018	12:00:00 AM	63455	010-00000-0-00000-72000-43000-0	\$46.07
14197	Stanton Office Machine Company	181373	4/26/2018	12:00:00 AM	63454	010-00000-0-11100-10000-43000-0	\$102.07

14197 Stanton Office Machine Company	181374	4/26/2018 12:00:00 AM	63453	010-00000-0-11100-10000-43000-0	\$157.00
14197 Stanton Office Machine Company	181375	4/26/2018 12:00:00 AM	63452	010-00000-0-11100-10000-43000-0	\$185.42
14197 STANTON OFFICE MACHINE COMPANY	181325	3/21/2018 12:00:00 AM	59755	010-00000-0-11100-10000-43000-0	\$15.70
14197 STANTON OFFICE MACHINE COMPANY	181326	3/13/2018 12:00:00 AM	58767	010-00000-0-11100-81000-43000-0	\$15.20
13267 Supplyworks	181473	5/15/2018 12:00:00 AM	439704016	010-00000-0-00000-81000-43000-0	\$128.99
13267 Supplyworks	181474	5/7/2018 12:00:00 AM	438811960	010-00000-0-00000-81000-43000-0	\$78.88
13267 Supplyworks	181475	5/8/2018 12:00:00 AM	439001249	010-00000-0-00000-81000-43000-0	\$247.35
13267 Supplyworks	181476	5/8/2018 12:00:00 AM	438854416	010-00000-0-00000-81000-43000-0	\$1,201.45
13267 Supplyworks	181477	5/8/2018 12:00:00 AM	438854416	010-00000-0-00000-81000-43000-0	\$531.12
13267 SUPPLYWORKS	181320	4/10/2018 12:00:00 AM	435474713	010-00000-0-11100-81000-43000-0	\$23.53
13267 SUPPLYWORKS	181321	4/10/2018 12:00:00 AM	435474721	010-00000-0-11100-81000-43000-0	\$174.52
13267 SUPPLYWORKS	181322	4/17/2018 12:00:00 AM	436333124	010-00000-0-11100-81000-43000-0	\$70.32
13267 SUPPLYWORKS	181323	4/17/2018 12:00:00 AM	436463129	010-00000-0-11100-81000-43000-0	\$757.77
13366 TAMARA MORTON	181310	4/20/2018 12:00:00 AM	LOTTERY REIMB.	010-11000-0-11100-10000-43000-0	\$100.00
5388 THE GAS COMPANY	181483	5/17/2018 12:00:00 AM	108-416-9100-8	010-00000-0-00000-81000-55000-0	\$498.45
5388 THE GAS COMPANY	181333	4/18/2018 12:00:00 AM	108-416-9100-8	010-00000-0-00000-81000-55000-0	\$1,238.16
13985 TIFFANI BENEDETTI	181396	5/3/2018 12:00:00 AM	LOTTERY REIMB	010-11000-0-11100-10000-43000-0	\$100.00
12264 TIPTON AUTO PARTS	181381	3/27/2018 12:00:00 AM	8510	010-00000-0-00000-81000-43000-0	\$11.28
12264 TIPTON AUTO PARTS	181382	3/27/2018 12:00:00 AM	8523	010-00000-0-00000-81000-43000-0	\$60.18
12264 TIPTON AUTO PARTS	181383	3/28/2018 12:00:00 AM	8570	010-00000-0-00000-81000-43000-0	\$48.74
12264 TIPTON AUTO PARTS	181384	3/30/2018 12:00:00 AM	8675	010-00000-0-00000-81000-43000-0	\$23.21
12264 TIPTON AUTO PARTS	181385	4/3/2018 12:00:00 AM	8812	010-00000-0-00000-81000-43000-0	\$15.73
12264 TIPTON AUTO PARTS	181386	4/11/2018 12:00:00 AM	9197	010-00000-0-00000-81000-43000-0	\$35.39
12264 TIPTON AUTO PARTS	181387	4/12/2018 12:00:00 AM	9235	010-00000-0-00000-81000-43000-0	\$8.49
12264 TIPTON AUTO PARTS	181388	4/13/2016 12:00:00 AM	9313	010-00000-0-00000-81000-43000-0	\$17.26
12264 TIPTON AUTO PARTS	181389	4/17/2018 12:00:00 AM	9446	010-00000-0-00000-81000-43000-0	\$102.31
12264 TIPTON AUTO PARTS	181390	4/18/2018 12:00:00 AM	9501	010-00000-0-00000-81000-43000-0	\$43.07
12264 TIPTON AUTO PARTS	181391	4/19/2018 12:00:00 AM	9548	010-00000-0-00000-81000-43000-0	\$32.26
12264 TIPTON AUTO PARTS	181392	4/20/2018 12:00:00 AM	9618	010-00000-0-00000-81000-43000-0	\$3.19
12264 TIPTON AUTO PARTS	181393	4/23/2018 12:00:00 AM	9688	010-00000-0-00000-81000-43000-0	\$7.53
12264 TIPTON AUTO PARTS	181394	4/23/2018 12:00:00 AM	9737	010-00000-0-00000-81000-43000-0	\$85.03
12264 TIPTON AUTO PARTS	181395	4/24/2018 12:00:00 AM	9766	010-00000-0-00000-81000-43000-0	\$11.57
5760 TIPTON COMMUNITY SERVICES DIST	181378	4/26/2018 12:00:00 AM	10040002	010-00000-0-00000-81000-55000-0	\$915.27
5763 TIPTON SCH REV CASH FUND	181397	4/30/2018 12:00:00 AM	POSTMASTER	010-00000-0-00000-72000-59000-0	\$24.70
5763 TIPTON SCH REV CASH FUND	181482	5/24/2018 12:00:00 AM	MISSION SAN JUAN BAU	010-07200-0-11100-10000-58000-0	\$100.00
13388 TIPTON SCHOOL CAFETERIA	181328	4/16/2018 12:00:00 AM	STUDENT SNACKS F.T	010-07200-0-11100-10000-43000-0	\$168.25

13605 TULARE CO. OFFICE OF EDUCATION	180367	5/2/2018 12:00:00 AM	182210	010-00000-0-11100-10000-43000-0	\$472.91
13605 TULARE CO. OFFICE OF EDUCATION	181480	5/15/2018 12:00:00 AM	182328	010-62640-0-11100-21300-52000-0	\$175.00
13605 TULARE CO. OFFICE OF EDUCATION	181327	4/17/2018 12:00:00 AM	181982	010-30100-0-11100-10000-58000-0	\$100.00
13463 TULARE COUNTY OFFICE OF EDUCAT	181481	4/13/2018 12:00:00 AM	181911	010-00000-0-00000-71000-52000-0	\$100.00
13463 TULARE COUNTY OFFICE OF EDUCAT	181379	4/23/2018 12:00:00 AM	182035	010-00000-0-00000-72000-52000-0	\$120.00
12324 TULE TRASH COMPANY	181431	5/1/2018 12:00:00 AM	85127172	010-00000-0-00000-81000-55000-0	\$1,006.80
14226 TYPING AGENT	181380	5/1/2018 12:00:00 AM	180864	010-07200-0-11100-10000-43000-0	\$198.75
14156 UZBL	181337	4/17/2018 12:00:00 AM	6360	010-30100-0-11100-10000-43000-0	\$1,881.85
12906 VALLEY IND MEDICAL GROUP	181486	5/9/2018 12:00:00 AM	347869	010-07230-0-00000-36000-58000-0	\$100.00
13496 VALLEY PACIFIC PET. SERV., INC	181399	4/25/2018 12:00:00 AM	INV-571185	010-07230-0-00000-36000-43000-0	\$708.86
13496 VALLEY PACIFIC PET. SERV., INC	181485	5/10/2018 12:00:00 AM	INV-574591	010-07230-0-00000-36000-43000-0	\$754.83
13496 VALLEY PACIFIC PET. SERV., INC.	181331	4/12/2018 12:00:00 AM	INV-568595	010-07230-0-00000-36000-43000-0	\$411.20
14325 VIVIANA RAMIREZ	181401	4/4/2018 12:00:00 AM	FINGERPRINT REIMB.	010-00000-0-00000-72000-58000-0	\$15.50
14249 ZEE MEDICAL SULLIVAN CO	181400	2/26/2018 12:00:00 AM	66609696	010-81500-0-00000-81000-43000-0	\$57.75
General Fund Total Expenditures					
14101 B&B PEST CONTROL SERVICE	181445	4/27/2018 12:00:00 AM	01-TIP-04-18	130-53100-0-00000-37000-58000-0	\$40.00
14246 FRESNO PRODUCE	181301	4/16/2018 12:00:00 AM	887339	130-53100-0-00000-37000-47000-0	\$400.90
14246 FRESNO PRODUCE	181302	4/24/2018 12:00:00 AM	888331	130-53100-0-00000-37000-47000-0	\$762.05
14246 FRESNO PRODUCE INC	181404	5/1/2018 12:00:00 AM	889140	130-53100-0-00000-37000-47000-0	\$232.59
14246 FRESNO PRODUCE INC	181405	3/21/2018 12:00:00 AM	886049	130-53100-0-00000-37000-47000-0	\$65.00
14246 FRESNO PRODUCE INC	181415	5/7/2018 12:00:00 AM	889768	130-53100-0-00000-37000-47000-0	\$178.00
14246 FRESNO PRODUCE INC	181457	5/14/2018 12:00:00 AM	890496	130-53100-0-00000-37000-47000-0	\$208.56
14246 FRESNO PRODUCE INC	181458	5/21/2018 12:00:00 AM	891212	130-53100-0-00000-37000-47000-0	\$239.65
12921 GOLD STAR FOODS INC.	181353	4/26/2018 12:00:00 AM	2385316	130-53100-0-00000-37000-47000-0	\$5,343.89
12921 GOLD STAR FOODS INC.	181354	4/26/2018 12:00:00 AM	2398772	130-53100-0-00000-37000-47000-0	\$13.60
12921 GOLD STAR FOODS INC.	181355	4/27/2018 12:00:00 AM	2400195	130-53100-0-00000-37000-47000-0	\$12.00
12921 GOLD STAR FOODS INC.	181303	1/17/2018 12:00:00 AM	2279700	130-53100-0-00000-37000-47000-0	\$64.00
12921 GOLD STAR FOODS INC.	181304	1/19/2018 12:00:00 AM	2283344	130-53100-0-00000-37000-47000-0	\$30.40
12921 GOLD STAR FOODS INC.	181305	2/13/2018 12:00:00 AM	2317035	130-53100-0-00000-37000-47000-0	\$40.00
12921 GOLD STAR FOODS INC.	181306	3/22/2018 12:00:00 AM	2361081	130-53100-0-00000-37000-47000-0	\$35.20
12921 GOLD STAR FOODS INC.	181307	2/7/2018 12:00:00 AM	2308233	130-53100-0-00000-37000-47000-0	\$232.90
12921 GOLD STAR FOODS INC.	181308	1/29/2018 12:00:00 AM	2296487	130-53100-0-00000-37000-47000-0	\$374.81
14287 P & R PAPER SUPPLY COMPANY, INC.	180394	5/9/2018 12:00:00 AM	10536644-00	130-53100-0-00000-37000-47000-0	\$750.60
14287 P & R SUPPLY COMPANY, INC.	181317	4/11/2018 12:00:00 AM	10523764-00	130-53100-0-00000-37000-43000-0	\$1,271.11
13191 PRODUCERS DAIRY FOODS	181365	4/28/2017 12:00:00 AM	21037163	130-53100-0-00000-37000-47000-0	\$770.99
13191 PRODUCERS DAIRY FOODS	181496	5/12/2018 12:00:00 AM	21042850	130-53100-0-00000-37000-47000-0	\$942.79
\$576,097.66					

13191 PRODUCERS DAIRY FOODS	181497	5/19/2018 12:00:00 AM	21045507	130-53100-0-00000-37000-47000-0	\$781.16
13191 PRODUCERS DAIRY FOODS	181426	5/5/2018 12:00:00 AM	21040174	130-53100-0-00000-37000-47000-0	\$1,062.73
13191 PRODUCERS DAIRY FOODS	181315	4/14/2018 12:00:00 AM	21031501	130-53100-0-00000-37000-47000-0	\$285.93
13191 PRODUCERS DAIRY FOODS	181316	4/21/2018 12:00:00 AM	21034160	130-53100-0-00000-37000-47000-0	\$1,399.76
13130 SYSCO FOOD SERVICES	181369	5/1/2018 12:00:00 AM	184571335	130-53100-0-00000-37000-47000-0	\$1,055.15
13130 SYSCO FOOD SERVICES	181472	5/15/2018 12:00:00 AM	184587292	130-53100-0-00000-37000-47000-0	\$801.25
13130 SYSCO FOOD SERVICES	181428	5/8/2018 12:00:00 AM	184579530	130-53100-0-00000-37000-47000-0	\$1,185.81
13130 SYSCO FOOD SERVICES	181429	5/8/2018 12:00:00 AM	184579531	130-53100-0-00000-37000-47000-0	\$317.31
13130 SYSCO FOOD SERVICES	181319	4/24/2018 12:00:00 AM	184561361	130-53100-0-00000-37000-47000-0	\$4,044.62
12324 TULE TRASH COMPANY	181479	5/1/2018 12:00:00 AM	85127173	130-53100-0-00000-81000-55000-0	\$546.00
12324 TULE TRASH COMPANY	181430	5/1/2018 12:00:00 AM	85127173	130-53100-0-00000-81000-58000-0	\$171.00
13412 US SOAP WEST, LLC	181329	4/16/2018 12:00:00 AM	15619	130-53100-0-00000-37000-58000-0	\$70.04
13412 US SOAP WEST, LLC	181484	5/14/2018 12:00:00 AM	15830	130-53100-0-00000-37000-58000-0	\$146.54
12650 VALLEY FOOD SERVICE	181330	4/23/2018 12:00:00 AM	34996	130-53100-0-00000-37000-47000-0	\$1,902.50
Cafeteria Fund Total Expenditures					\$25,778.84
13847 CTL-SEE'S, INC.	181452	5/7/2018 12:00:00 AM	15077	350-77110-0-00000-85000-62000-0	\$560.00
14321 DAVID A. BUSH, INC.	181494	3/31/2018 12:00:00 AM	31-125-02	210-99900-0-00000-85000-62000-2	\$119,419.75
14321 DAVID A. BUSH, INC.	181495	2/28/2018 12:00:00 AM	31-125-01	251-99620-0-00000-85000-62000-0	\$35,000.00
14248 LUKE ANTHONY SMITH	181465	5/15/2018 12:00:00 AM	139	350-77110-0-00000-85000-62000-0	\$1,451.25
14248 LUKE ANTHONY SMITH	181334	4/16/2018 12:00:00 AM	138	350-77110-0-00000-85000-62000-0	\$1,721.25
13607 MANGINI ASSOCIATES, INC.	181493	4/30/2018 12:00:00 AM	9282	210-99900-0-00000-85000-62000-2	\$1,577.55
14266 ORAL E. MICHAM INC	181491	4/26/2018 12:00:00 AM	PAYMENT LEASE 17	350-77110-0-00000-85000-62000-0	\$143,421.39
14266 ORAL E. MICHAM INC	181492	4/26/2018 12:00:00 AM	PAYMENT LEASE 17	350-77110-0-00000-85000-62000-0	\$101,949.08
13883 THOMAS ARTHUR HIRST	181398	5/1/2018 12:00:00 AM	17	350-77110-0-00000-85000-62000-0	\$2,900.00
Building Fund Total Expenditures					\$408,000.27
TOTAL ACCOUNTS PAYABLE					\$576,097.66

7. FINANCE: Action items:

7.2 Budget Revisions

Budget Revision Report

Bdg Revision Final

Control Number: 53046892

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 0100 General Fund			
Revenues			
010-00000-0-00000-00000-80110-0	\$4,561,130.00	(\$16,582.00)	\$4,544,548.00
010-00000-0-00000-00000-80410-0	\$679,900.00	(\$19,168.00)	\$660,732.00
010-14000-0-00000-00000-80120-0	\$661,904.00	\$10,468.00	\$672,372.00
Revenue Limit	\$5,902,934.00	(\$25,282.00)	\$5,877,652.00
010-56400-0-00000-00000-85900-0	\$2,000.00	(\$1,763.97)	\$236.03
Other State Revenues	\$2,000.00	(\$1,763.97)	\$236.03
010-90100-0-00000-00000-86990-0	\$2,529.00	\$1,852.64	\$4,381.64
010-90358-0-00000-00000-86990-0	\$2,400.00	\$200.00	\$2,600.00
Other Local Revenues	\$4,929.00	\$2,052.64	\$6,981.64
Total Revenues	\$5,909,863.00	(\$24,993.33)	\$5,884,869.67
Expenditures			
010-07200-0-11100-24900-19000-0	\$43,333.36	\$10,000.64	\$53,334.00
010-14000-0-11100-10000-11000-0	\$461,904.00	(\$3,540.00)	\$458,364.00
010-30100-0-11100-10000-11000-0	\$7,500.00	(\$2,283.74)	\$5,216.26
010-60100-0-11100-10000-11000-0	\$10,000.00	(\$4,000.00)	\$6,000.00
010-62640-0-11100-10000-11002-0	\$7,500.00	(\$2,249.16)	\$5,250.84
Certificated Salaries	\$530,237.36	(\$2,072.26)	\$528,165.10
010-56400-0-11100-31400-22000-0	\$378.00	(\$378.00)	\$0.00
010-81500-0-00000-81000-22000-0	\$141,235.24	\$21,625.76	\$162,861.00
010-81500-0-00000-81000-23000-0	\$30,764.76	(\$2,487.77)	\$28,276.99
Classified Salaries	\$172,378.00	\$18,759.99	\$191,137.99

Bdg Revision Final

Control Number: 53046892

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-07200-0-11100-10000-31010-0	\$35,019.00	\$1,385.95	\$36,404.95
010-07200-0-11100-10000-37010-0	\$288.00	\$13.00	\$301.00
010-07200-0-11100-10000-37020-0	\$100.00	\$22.00	\$122.00
010-07200-0-11100-10000-37510-0	\$200.00	\$249.00	\$449.00
010-07200-0-11100-10000-37520-0	\$150.00	\$333.00	\$483.00
010-07200-0-11100-24203-37520-0	\$47.00	\$65.00	\$112.00
010-07200-0-11100-24900-31010-0	\$7,664.00	\$32.00	\$7,696.00
010-07200-0-11100-24900-36010-0	\$1,555.00	\$214.00	\$1,769.00
010-07200-0-11100-24900-37010-0	\$20.00	\$38.00	\$58.00
010-07200-0-11100-24900-37020-0	\$30.00	\$4.00	\$34.00
010-07200-0-11100-24900-37510-0	\$30.00	\$29.00	\$59.00
010-07200-0-11100-24900-37520-0	\$41.00	\$69.00	\$110.00
010-07200-0-11100-31300-37020-0	\$16.00	\$1.00	\$17.00
010-07200-0-11100-31300-37520-0	\$50.00	\$55.00	\$105.00
010-07200-0-11100-31400-35020-0	\$5.00	\$2.00	\$7.00
010-07200-0-11100-31400-37520-0	\$36.00	\$65.00	\$101.00
010-07200-0-11316-10000-37510-0	\$80.00	\$33.00	\$113.00
010-56400-0-11100-31400-32020-0	\$333.52	(\$333.52)	\$0.00
010-56400-0-11100-31400-33022-0	\$50.00	(\$50.00)	\$0.00
010-56400-0-11100-31400-33023-0	\$50.00	(\$50.00)	\$0.00
010-56400-0-11100-31400-35020-0	\$50.00	(\$50.00)	\$0.00
010-56400-0-11100-31400-36020-0	\$100.00	(\$100.00)	\$0.00
	\$45,914.52	\$2,026.43	\$47,940.95
Employee Benefits			
010-07200-0-11100-10000-43000-0	\$63,475.97	(\$10,110.59)	\$53,365.38
010-07200-0-11100-24900-43000-0	\$15,000.00	(\$10,000.00)	\$5,000.00
010-30100-0-11100-10000-43000-0	\$72,946.25	\$1,513.85	\$74,460.10
010-60100-0-11100-10000-43000-0	\$18,424.75	\$2,694.06	\$21,118.81
010-62300-0-00000-81000-43000-0	\$7,500.00	\$23,500.00	\$31,000.00
010-63000-0-11100-10000-42000-0	\$10,000.00	(\$4,000.00)	\$6,000.00
010-90336-0-11100-10000-43000-0	\$10,660.00	(\$750.00)	\$9,910.00
010-90336-0-11100-10000-44000-0	\$0.00	\$750.00	\$750.00
010-90358-0-00000-24950-43000-0	\$2,400.00	\$200.00	\$2,600.00

Budget Revision Report

Control Number: 53046892

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Books and Supplies			
010-00000-0-00000-81000-58000-0	\$19,000.00	\$2,000.00	\$21,000.00
010-07230-0-00000-36000-56000-0	\$0.00	\$15,000.00	\$15,000.00
010-60100-0-11100-10000-58000-0	\$10,694.06	\$1,305.94	\$12,000.00
010-62300-0-00000-81000-58000-0	\$0.00	\$2,623.07	\$2,623.07
010-62300-0-00000-85000-58000-0	\$110,285.52	(\$26,123.07)	\$84,162.45
010-62640-0-11100-21300-52000-0	\$2,206.88	(\$3.10)	\$2,203.78
010-90100-0-00000-82000-58000-0	\$15,000.00	(\$10,000.00)	\$5,000.00
010-90100-0-00000-82000-59000-0	\$30,000.00	(\$10,000.00)	\$20,000.00
Services, Other Operating Expenses	\$187,186.46	(\$25,197.16)	\$161,989.30
010-00000-0-00000-82000-64000-0	\$28,837.28	\$7,000.00	\$35,837.28
Capital Outlay	\$28,837.28	\$7,000.00	\$35,837.28
010-00000-0-00000-72100-73100-0	(\$28,917.49)	(\$1,449.90)	(\$30,367.39)
010-30100-0-00000-72100-73100-0	\$6,842.57	\$769.89	\$7,612.46
010-81500-0-00000-72100-73100-0	\$12,662.31	\$778.91	\$13,441.22
010-90100-0-00000-72100-73100-0	\$1,172.92	(\$1,172.92)	\$0.00
Direct Support/Indirect Costs	(\$8,239.69)	(\$1,074.02)	(\$9,313.71)
Total Expenditures	\$1,156,720.90	\$3,240.30	\$1,159,961.20
Other Financing Sources/Uses			
010-00000-0-00000-00000-89800-0	(\$2,316,285.61)	(\$28,767.81)	(\$2,345,053.42)
010-07230-0-00000-00000-89800-0	\$207,442.01	\$15,000.00	\$222,442.01
010-56400-0-00000-00000-89800-0	\$0.00	\$802.45	\$802.45
010-81500-0-00000-00000-89800-0	\$323,775.52	\$19,916.90	\$343,692.42
010-90100-0-00000-00000-89800-0	\$43,643.92	(\$23,025.56)	\$20,618.36
Contributions	(\$1,741,424.16)	(\$16,074.02)	(\$1,757,498.18)

Budget Revision Report

Bdg Revision Final

Control Number: 53046892

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Budgeted Unappropriated Fund Balance before this adjustment:		\$2,314,796.58	
Total Adjustment to Unappropriated Fund Balance:		(\$44,307.65)	
Budgeted Unappropriated Fund Balance after this adjustment:		\$2,270,488.93	

Budget Revision Report

Bdg Revision Final

Control Number: 53046892

Fund:	Account Classification	Approved / Revised	Change Amount	Proposed Budget
2100	Building Fund			
	210-99900-0-00000-85000-62000-2	\$507,122.06	\$203,492.31	\$710,614.37
	Capital Outlay	\$507,122.06	\$203,492.31	\$710,614.37
	210-99900-0-00000-91000-74380-1	\$0.00	\$9,083.31	\$9,083.31
	Other Outgo	\$0.00	\$9,083.31	\$9,083.31
	Total Expenditures	\$507,122.06	\$212,575.62	\$719,697.68

Budgeted Unappropriated Fund Balance before this adjustment:

\$564,404.79

Total Adjustment to Unappropriated Fund Balance:

(\$212,575.62)

Budgeted Unappropriated Fund Balance after this adjustment:

\$351,829.17

Budget Revision Report

Bdg Revision Final

Control Number: 53046892

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 3500 County School Facilities Fund - New Construction Revenues			
350-77100-0-00000-00000-86600-0	\$12,000.00	\$19.73	\$12,019.73
Other Local Revenues	\$12,000.00	\$19.73	\$12,019.73
Total Revenues	\$12,000.00	\$19.73	\$12,019.73
Expenditures			
Capital Outlay			
350-77100-0-00000-85000-62000-0	\$27,746.00	\$19.73	\$27,765.73
Total Expenditures	\$27,746.00	\$19.73	\$27,765.73

Budgeted Unappropriated Fund Balance before this adjustment:

Total Adjustment to Unappropriated Fund Balance:

Budgeted Unappropriated Fund Balance after this adjustment:

\$0.00

\$0.00

\$0.00

Budget Revision Report

Bdg Revision Final

Control Number: 53046892

Account Classification	Approved / Revised	Change Amount	Proposed Budget
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At a meeting of the school board on _____, the board approved the above budget account lines change to those amounts indicated in the proposed budget column.

Authorized by: _____
(County Office Use Only)
Updated at County Office on ____/____/____ by _____

8. INFORMATION: (Verbal Reports & presentations)

8.3 Phase 2 and 3

Update Progress Meeting #7

Update Progress Meeting #8

PROGRESS MEETING NO. 7

Issue Date: May 2, 2018

PROJECT: Tipton Elementary Multi-Use Phase 2/3
LOCATION: Project Site
OWNER: Tipton Elementary School District
CONTRACTOR: Bush Engineering

MEETING DATE: May 2, 2018
MAI PROJECT NO.: 1473A
OWNER'S REPRESENTATIVE: Luke Smith
PROJECT INSPECTOR: Tom Hirst

Attendees:

Luke Smith (LS)

Tom Hirst (TH)

Shawn Jones (SJ)

~~Jose Ruvalcaba (JR)~~

Ryan Morrelli (RM)

Weather			Site Conditions		Day	
<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Snow	<input checked="" type="checkbox"/> Cool	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Dusty	<input type="checkbox"/> Monday	<input type="checkbox"/> Thursday
<input type="checkbox"/> Overcast	<input type="checkbox"/> Foggy	<input type="checkbox"/> Warm	<input type="checkbox"/> Muddy		<input type="checkbox"/> Tuesday	<input type="checkbox"/> Friday
<input type="checkbox"/> Rain	<input type="checkbox"/> Cold	<input type="checkbox"/> Hot			<input checked="" type="checkbox"/> Wednesday	

Field Observations:

1. Installing fencing.
2. Preparing to install curb and gutter off-site.
3. Installing side walk on-site.
4. Hardcourts and complete including fencing.
5. Parking lot base is partially complete.

Field Instructions:

1. None.

A. Project Status:

1. **Contract Time:**
 - a. Notice to Proceed Date: February 21, 2018
 - b. Initial Contract Duration: 120 calendar days
 - c. Initial Completion Date: June 20, 2018
 - d. Current Projected Completion Date: June 20, 2018
 - e. Approved Time Extended Completion Date: June 20, 2018
 - f. Weather Days: None.
2. **Contract Sum:**
 - a. Original Contract Sum: \$940,900.00
 - b. Approved Change Orders: \$0.00
 - c. Revised Contract Sum: \$940,900.00

B. Progress and Schedule:

1. **Schedule Conformance:** On schedule.
2. **Short Interval Schedule:** N/A

C. Materials and Equipment:

1. **Submittals:** No remaining submittals expected.

D. Requests for Information:

1. **RFI's:** #9 is open regarding the street light at Smith and Woods. The County Engineer has approved a new location. MAI is working with SCE... it appears that they will move the pole but there is no schedule at this time.

E. Changes:

1. **Bulletins:** Refer to attached log.

F. Testing and Inspections:

1. **Testing in Progress:** Soil compaction. Concrete sampling.
2. **Nonconforming Work or Materials:** None.

G. DSA Inspection:

1. **Trip Visit:** Kurt Katsumata: 3.1.18, week of 3.25.18.
2. **Corrections Needed:** None.
3. **Inspection Card Updates:** None.

H. Progress Payments:

1. **Percentage of Completion:** 35%

I. Discussion Items:

Item No.	Action By	Description
5-1	RM	Discussed the off-site paving section. There is existing gas piping that may prohibit Bush from being able to install the full over-excavation section. It is likely possible that the road can be constructed with a slightly lessened over-ex if the gas proves to be a problem. Bush will be potholing for the gas soon and in the meantime, RM will still discuss reducing the over-ex depth by 6" with Lane. 4.18.18 – Discussed this item. Bush has found that the gas laterals and potentially the main will be in the over-ex. The county inspector indicated that he was willing to lessen the over-ex requirement from what the plan indicates. SJ is going to do some research on the county standards and some additional investigation.
7-1	Bush	<i>There is a ~6" gap between the new curb at the parking lot and the new mow-strip at the East side of the parking lot. Bush will extend the mow-strip width so the gap is filled with concrete. Bush to submit a COR for the added material.</i>
7-2	Bush	<i>There is ~30' of added chainlink fencing required at the North end of the project along the road. The plans indicate existing fencing to remain but there was no fencing in this location. LS is going to check with Fausto is the District would prefer to have the contractor install swinging gates so there is vehicle access to the field. Bush to submit a COR for the added fencing/gates and mow-strip.</i>

This confirms and records our interpretation of the discussions which occurred and our understanding reached during this meeting. Unless notified in writing within seven days of the issue date of this meeting report, we will assume the interpretation or description is complete and accurate.

MANGINI ASSOCIATES INC.

By: Ryan Morrelli Title: Architect

Attachments: Bulletin log

Copies to: Attendees

BULLETIN LOG

MANGINI ASSOCIATES INC.

PROJECT: Tipton MU - Phase 2/3
OWNER: Tipton Elementary School District
INSPECTOR: Tom Hirst
CONTRACTOR: Bush Engineering
CONTINGENCIES: None
ALLOWANCES: None

MAI PROJECT NO.: 1473A
DSA FILE NO.: 54-97
DSA APPL NO.: 02-114729

Bulletin (B)				Cost Order Request (COR)							Change Order (CO)		
Bulletin Number	DSA	Type	Date Issued	Change Description	COR Number	Date Received	Proposed Cost	Proposed Time	Accepted Cost	Accepted Time	Status	CO Number	Date Issued
1	N	PR	3.5.18	Revise the storm drain South of the new parking lot Reason: Field Conditions / Design Revision	1	3.9.18	(\$5,480.84)	0	(\$5,480.84)	0	Owner approved 3.12.18.	1	
2	N	PR	3.14.18	Back fill existing drywell, correct reverse flow pipe at man hole and reconnect existing storm drain piping Reason: Unforeseen Condition	2	3.26.18	\$3,939.22	0	\$3,939.22	0	Owner approved 3.28.18.	1	
3	N	PR	4.18.18	Delete the asphalt seal coat from the project Reason: Unnecessary / Architect recommendation			\$0.00	0	\$0.00	0			
Total Accepted Cost Impact →									\$ (1,541.62)	0	← Total Accepted Time Impact		

PROGRESS MEETING NO. 8

Issue Date: May 23, 2018

PROJECT: Tipton Elementary Multi-Use Phase 2/3
LOCATION: Project Site
OWNER: Tipton Elementary School District
CONTRACTOR: Bush Engineering

MEETING DATE: May 23, 2018
MAI PROJECT NO.: 1473A
OWNER'S REPRESENTATIVE: Luke Smith
PROJECT INSPECTOR: Tom Hirst

Attendees:

Luke Smith (LS)

~~Tom Hirst (TH)~~

Shawn Jones (SJ)

~~Jose Ruvalcaba (JR)~~

Ryan Morrelli (RM)

Weather			Site Conditions		Day	
<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Snow	<input type="checkbox"/> Cool	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Dusty	<input type="checkbox"/> Monday	<input type="checkbox"/> Thursday
<input type="checkbox"/> Overcast	<input type="checkbox"/> Foggy	<input checked="" type="checkbox"/> Warm	<input type="checkbox"/> Muddy		<input type="checkbox"/> Tuesday	<input type="checkbox"/> Friday
<input type="checkbox"/> Rain	<input type="checkbox"/> Cold	<input type="checkbox"/> Hot			<input checked="" type="checkbox"/> Wednesday	

Field Observations:

- Paving is partially complete at the bus loop. Two pavings machines broke down which caused the stop. Paving will resume tomorrow and should be complete tomorrow.
- May place concrete at the drive approaches as early as this Friday.
- Smith Road work will begin on 5/29 and is scheduled to be paved on 6/8.

Field Instructions:

- None.

A. Project Status:

- Contract Time:**
 - Notice to Proceed Date: February 21, 2018
 - Initial Contract Duration: 120 calendar days
 - Initial Completion Date: June 20, 2018
 - Current Projected Completion Date: June 20, 2018
 - Approved Time Extended Completion Date: June 20, 2018
 - Weather Days: None.
- Contract Sum:**
 - Original Contract Sum: \$940,900.00
 - Approved Change Orders: \$0.00
 - Revised Contract Sum: \$940,900.00

B. Progress and Schedule:

- Schedule Conformance:** On schedule.
- Short Interval Schedule:** N/A

C. Materials and Equipment:

- Submittals:** No remaining submittals expected.

D. Requests for Information:

- RFI's:** #9 is open regarding the street light at Smith and Woods. The County Engineer has approved a new location. MAI is working with SCE... it appears that they will move the pole but there is no schedule at this time.

E. Changes:

1. **Bulletins:** Refer to attached log.

F. Testing and Inspections:

1. **Testing in Progress:** Soil compaction. Concrete sampling.
2. **Nonconforming Work or Materials:** None.

G. DSA Inspection:

1. **Trip Visit:** Kurt Katsumata: 3.1.18, week of 3.25.18.
2. **Corrections Needed:** None.
3. **Inspection Card Updates:** None.

H. Progress Payments:

1. **Percentage of Completion:** 60%

I. Discussion Items:

Item No.	Action By	Description
5-1	RM	Discussed the off site paving section. There is existing gas piping that may prohibit Bush from being able to install the full over excavation section. It is likely possible that the road can be constructed with a slightly lessened over ex if the gas proves to be a problem. Bush will be potholing for the gas soon and in the meantime, RM will still discuss reducing the over ex depth by 6" with Lane. 4.18.18 Discussed this item. Bush has found that the gas laterals and potentially the main will be in the over ex. The county inspector indicated that he was willing to lessen the over ex requirement from what the plan indicates. SJ is going to do some research on the county standards and some additional investigation.
7-1	Bush	There is a ~6" gap between the new curb at the parking lot and the new mow strip at the East side of the parking lot. Bush will extend the mow strip width so the gap is filled with concrete. Bush to submit a COR for the added material.
7-2	Bush	There is ~30' of added chainlink fencing required at the North end of the project along the road. The plans indicate existing fencing to remain but there was no fencing in this location. LS is going to check with Fausto is the District would prefer to have the contractor install swinging gates so there is vehicle access to the field. Bush to submit a COR for the added fencing/gates and mow strip.

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MANGINI ASSOCIATES INC.

By: Ryan Morrelli Title: Architect

Attachments: Bulletin log

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BULLETIN LOG

MANGINI ASSOCIATES INC.

PROJECT: Tipton MU - Phase 2/3
OWNER: Tipton Elementary School District
INSPECTOR: Tom Hirst
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CONTINGENCIES: None
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MAI PROJECT NO.: 1473A
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Bulletin (B)				Cost Order Request (COR)							Change Order (CO)		
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3	N	PR	4.18.18	Delete the asphalt seal coat from the project Reason: Unnecessary / Architect recommendation			\$0.00	0	\$0.00	0			
4	N	---	---	Provide additional fencing at North end with mow-strip and widen mow-strip on East side to meet the parking lot curb Reason: Field Condition	3	5.16.18	\$4,336.58	0	\$4,336.58	0	Owner approved 5.16.18.	1	
Total Accepted Cost Impact →									\$	2,794.96	0	← Total Accepted Time Impact	

9. Any Other Business

9.1 Quarterly Board Policy Updates for May – Informational

POLICY GUIDE SHEET

May 2018

Page 1 of 3

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP 0410 - Nondiscrimination in District Programs and Activities

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and **NEW LAW (SB 31)** which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

E 0420.41 - Charter School Oversight

(E revised)

Exhibit updated to reflect **NEW LAWS** affecting requirements for charter schools, including **AB 1360** which clarifies that the charter school's admission preferences must be approved by the district board, **AB 830** which repeals the high school exit examination requirement, **AB 1360** which requires parental notification that parent/guardian involvement is not a requirement for enrollment at the charter school, **AB 699** which requires charter schools to adopt policy consistent with the model policy on immigration enforcement developed by the California Attorney General, **AB 2097** (2016) which prohibits the collection of social security numbers, **AB 841** which prohibits advertising or promotion of non-nutritious foods or beverages, **SB 250** which requires parental notification within 10 days of a negative meal account balance and prohibits different treatment of students with unpaid meal fees, and **SB 138** which requires "very high poverty schools" to apply to provide lunch and/or breakfast free of charge to all students under a federal universal service provision.

BP/AR 3514 - Environmental Safety

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 746)** which provides that, if a community water system finds lead above specified levels in a school's potable water system, the district must notify parents/guardians, shut down fountains and faucets, and provide a source of drinking water to students. Policy also deletes details regarding district strategies that are duplicated in the AR. Regulation also updates material related to particulate filters in school buses and carbon monoxide detectors to reflect current law.

BP 3514.1 - Hazardous Substances

(BP revised)

Policy updated to reflect legal requirements regarding toxic art and craft supplies, formerly in BP 6161.3 - Toxic Art Supplies.

BP/AR 3516 - Emergencies and Disaster Preparedness Plan

(BP/AR revised)

Policy expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency.

POLICY GUIDE SHEET

May 2018

Page 2 of 3

AR 3541 - Transportation Routes and Services

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1453)** which authorizes districts to provide for the transportation of adult volunteers to and from educational activities. Regulation also reflects requirement to provide transportation consistent with a student's Section 504 plan, and clarifies the district's responsibility with respect to transportation for homeless students and foster youth.

BP/AR 4158/4258/4358 - Employee Security

(BP/AR revised)

Policy updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.

BP/AR 4161.9/4261.9/4361.9 - Catastrophic Leave Program

(BP/AR revised)

Policy and regulation substantially revised and reorganized to clarify requirements for the catastrophic leave program. Policy recommends that donated leave be placed into a pool for eligible employees rather than earmarked for particular employees, and adds notification to employees regarding the program. Regulation provides that donation of leave be made in writing to the superintendent rather than the board, encourages employees to retain sufficient leave for their own potential use, establishes a maximum amount of catastrophic leave that may be used by an individual employee, and provides that employees will be ineligible for catastrophic leave while receiving workers' compensation benefits.

BP/AR 5111 - Admission

(BP/AR revised)

Policy updated to reflect state law prohibiting the collection of social security numbers or the last four digits of the social security numbers of students or their parents/guardians, unless otherwise required by law. Policy also reflects **NEW LAW (AB 699)** which prohibits districts from inquiring into students' citizenship or immigration status and the California Attorney General's model policy which provides that, under the limited circumstances when such information must be collected to comply with eligibility requirements for special state or federal programs, such information should be collected separately from the school enrollment process. Regulation updated to reflect a requirement of the Attorney General's model policy that prohibits districts from requiring documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. Regulation also reflects the authority to accept a parent/guardian affidavit as evidence of a child's age when other documentation is not available.

BP/AR 5111.1 - District Residency

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 699)** which prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. Regulation also updated to reflect **NEW LAWS** providing that a student meets district residency requirements if the student's parent/guardian is transferring or pending transfer to a military installation within the state (**SB 455**), or the student's parent/guardian was a resident of California who departed the state against his/her will pursuant to a transfer by a government agency, a court order, or the federal Immigration and Nationality Act (**SB 257**).

POLICY GUIDE SHEET

May 2018

Page 3 of 3

BP/AR 5125 - Student Records

(BP/AR revised)

Policy updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which (1) prohibits districts from collecting information regarding students' citizenship or immigration status, and (2) requires district staff to receive training in the gathering and handling of sensitive student information. Policy also reflects state law limiting the collection of students' social security numbers or the last four digits of the social security numbers, and **NEW LAW (SB 31)** which prohibits districts from assisting in the compilation of a list, registry, or database based on students' national origin, ethnicity, or religion. Regulation updated to reflect **NEW LAW (SB 233)** which expands the types of records related to foster youth that must be made accessible to specified agencies, and a requirement of the Attorney General's model policy that the annual parental notification include a statement that a student's citizenship, place of birth, or national origin will not be released without parental consent or a court order.

AR/E 5125.1 - Release of Directory Information

(AR/E revised)

Regulation and exhibit updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which requires that the annual parental notification include a statement that directory information does not include citizenship status, immigration status, place of birth, or national origin.

BP 5131.2 - Bullying

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. Policy also reflects the California Attorney General's model policy developed pursuant to **AB 699**, which requires staff training with specified components related to bullying prevention and response.

BP/AR 5145.13 - Response to Immigration Enforcement

(BP/AR added)

New policy and regulation reflect **NEW LAW (AB 699)** which mandates districts to adopt, by July 1, 2018, policy consistent with the model policy developed by the California Attorney General, including policy related to the district's response to requests by law enforcement for access to information, students, or school grounds for immigration enforcement purposes and actions to be taken in the event that a student's family member is detained or deported. Policy also reflects **NEW LAW (SB 31)** which prohibits districts from compiling or assisting federal government authorities with compiling a list, registry, or database based on students' national origin, ethnicity, or religion.

BP/AR 5145.3 - Nondiscrimination/Harassment

(BP/AR revised)

Minor revisions made in policy and regulation to reflect **NEW LAW (AB 699)** which prohibits discrimination based on immigration status.

BP 5145.9 - Hate-Motivated Behavior

(BP revised)

Policy updated to define hate-motivated behavior and expand material related to collaboration, staff training, and enforcement of rules regarding student conduct. Policy also provides for the use of uniform complaint procedures when the behavior is determined to be based on unlawful discrimination.

BP 6161.3 - Toxic Art Supplies

(BP deleted)

Policy deleted and key concepts incorporated into BP 3514.1 - Hazardous Substances.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

(title or position)

(address)

(telephone number)

(email)

Legal Reference: (see next page)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

48980 *Parental notifications*

48985 *Notices to parents in language other than English*

51007 *Legislative intent: state policy*

GOVERNMENT CODE

8310.3 *California Religious Freedom Act*

11000 *Definitions*

11135 *Nondiscrimination in programs or activities funded by state*

12900-12996 *Fair Employment and Housing Act*

54953.2 *Brown Act compliance with Americans with Disabilities Act*

PENAL CODE

422.55 *Definition of hate crime*

422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

4600-4670 *Uniform complaint procedures*

4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities in Education Act*

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

2301-2415 *Carl D. Perkins Vocational and Applied Technology Act*

6311 *State plans*

6312 *Local education agency plans*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

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

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

2000h-2000h-6 *Title IX*

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

36.303 *Auxiliary aids and services*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*

104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*

106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*

106.9 *Dissemination of policy*

Management Resources: (see next page)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

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

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

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

Pacific ADA Center: <http://www.adapacific.org>

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

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>

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

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

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

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

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

CHARTER SCHOOL OVERSIGHT (continued)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
 - c. Other admission preferences may be permitted by the Governing Board of the district on an individual school basis consistent with law. (Education Code 47605)
9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
11. If the school offers a kindergarten program: (Education Code 48000)
 - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
 - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
14. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)
15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for

CHARTER SCHOOL OVERSIGHT (continued)

- more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
 17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
 18. If the school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components (Education Code 215)
 19. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)
 20. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)
 21. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)
 22. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)
 23. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
 24. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
 25. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

CHARTER SCHOOL OVERSIGHT (continued)

26. If the school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)
27. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
28. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)
29. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)
30. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7
31. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)
32. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
33. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

34. If the school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)
35. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus (Education Code 39831.3)
36. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
 - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
37. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)
38. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
 - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
 - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
 - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration

CHARTER SCHOOL OVERSIGHT (continued)

39. If the school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist
40. If the school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)
41. If the school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; ensure that a student with unpaid school meal fees is not shamed, treated differently, or served a meal that differs from other students; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)
42. If the school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)
43. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
44. Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
 - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. By July 1, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template adopted by the State Board of Education. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result

CHARTER SCHOOL OVERSIGHT (continued)

of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5, 52064)

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

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
 - d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
 - e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
 - f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and the California Department of Education. (Education Code 47605)
- 45. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)
 - 46. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)
 - 47. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

CHARTER SCHOOL OVERSIGHT (continued)

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

ENVIRONMENTAL SAFETY

The Governing Board recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks and shall develop strategies to prevent and/or mitigate environmental hazards. He/she shall consider the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff and students, including the impact on student achievement and attendance.

(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)

Such strategies shall focus on maximizing healthy indoor air quality; monitoring the quality of outdoor air and adjusting outdoor activities as necessary; reducing exposure to vehicle emissions; minimizing exposure to lead and mercury; reducing the risk of unsafe drinking water; inspecting and properly abating asbestos; appropriately storing, using, and disposing of potentially hazardous substances; using effective least toxic pest management practices; reducing the risk of foodborne illness; and addressing any other environmental hazards identified during facilities inspections.

(cf. 3510 - Green School Operations)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 3516.5 - Emergency Schedules)
(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5141.23 - Asthma Management)
(cf. 5141.7 - Sun Safety)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6163.2 - Animals at School)
(cf. 7150 - Site Selection and Development)

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, water boards, and other community organizations.

(cf. 1020 - Youth Services)

ENVIRONMENTAL SAFETY (continued)

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmentally safe and healthy schools.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

(cf. 5141.6 - School Health Services)

Legal Reference: (see next page)

ENVIRONMENTAL SAFETY (continued)

Legal Reference:

EDUCATION CODE

17002 Definition of "good repair"

17070.75 Facilities inspection

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-17614 Healthy Schools Act of 2000, least toxic pest management practices

32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000, least toxic pest management practices

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

HEALTH AND SAFETY CODE

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

116277 Lead testing of potable water at schools and requirements to remedy

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 8

337-339 Hazardous substances list

340-340.2 Occupational safety and health, rights of employees

1528-1537 Construction safety orders; exposure to hazards

5139-5223 Control of hazardous substances

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

2480 Vehicle idling

CODE OF REGULATIONS, TITLE 17

35001-36100 Lead abatement services

CODE OF REGULATIONS, TITLE 22

64670-64679 Lead and copper in drinking water

CODE OF REGULATIONS, TITLE 24

915.1-915.7 California Building Standards Code; carbon monoxide devices

UNITED STATES CODE, TITLE 7

136-136y Use of pesticides

UNITED STATES CODE, TITLE 15

2601-2629 Control of toxic substances

2641-2656 Asbestos Hazard Emergency Response Act

UNITED STATES CODE, TITLE 42

1758 Food safety and inspections

CODE OF FEDERAL REGULATIONS, TITLE 40

141.1-141.723 Drinking water standards

745.61-745.339 Lead-based paint standards

763.80-763.99 Asbestos-containing materials in schools

763.120-763.123 Asbestos worker protections

Management Resources: (see next page)

ENVIRONMENTAL SAFETY (continued)

Management Resources:

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Site Selection and Approval Guide, 2000

Indoor Air Quality, A Guide for Educators, 1995

CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care Facilities, April 1998

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY: AIR RESOURCES BOARD PUBLICATIONS

Facts about Truck and Bus Regulation School Bus Provisions, rev. March 22, 2011

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Frequently Asked Questions about Lead Testing of Drinking Water in California Schools; Updated for Assembly Bill 746/Health and Safety Code 116277, December 15, 2017

DIVISION OF THE STATE ARCHITECT PUBLICATIONS

K-12 Occupancy Classification and Load Factors, IR A-26, rev. April 18, 2012

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon, 2016

Healthy School Environments Assessment Tool, rev. 2015

Indoor Air Quality Tools for Schools, rev. 2009

Mold Remediation in Schools and Commercial Buildings, September 2008

The ABCs of Asbestos in Schools, rev. August 2003

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide, 1996

WEB SITES

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

AirNow: <http://www.airnow.gov>

American Association of School Administrators: <http://www.aasa.org>

California Air Resources Board: <http://www.arb.ca.gov>

California Building Standards: <http://www.bsc.ca.gov/codes.aspx>

California Department of Education, Health and Safety: <http://www.cde.ca.gov/ls/fa/hs>

California Department of Pesticide Regulation: <http://www.cdpr.ca.gov>

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

California State Water Resources Control Board: <https://www.waterboards.ca.gov>

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

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

National Center for Environmental Health: <http://www.cdc.gov/nceh>

Occupational Safety and Health Administration: <http://www.osha.gov>

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

ENVIRONMENTAL SAFETY

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

- Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.
2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
 3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.

ENVIRONMENTAL SAFETY (continued)

4. Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)

(cf. 3514.2 - Integrated Pest Management)

5. The Superintendent or designee shall install a carbon monoxide detector or alarm in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair activities that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

ENVIRONMENTAL SAFETY (continued)

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Any diesel-fueled, dual-fueled, or alternative diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds—shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate the

ENVIRONMENTAL SAFETY (continued)

concern to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

(cf. 3550 - Food Service/Child Nutrition Program)

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277)

Lead Exposure

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with low lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

ENVIRONMENTAL SAFETY (continued)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Mercury Exposure

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:

ENVIRONMENTAL SAFETY (continued)

- a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
 3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

ENVIRONMENTAL SAFETY (continued)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

HAZARDOUS SUBSTANCES

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to any potentially hazardous substances used in the district's educational program and in the maintenance and operation of district facilities and equipment.

(cf. 3514 - Environmental Safety)

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

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

(cf. 3510 - Green School Operations)

(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 - Science Instruction)

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Legal Reference: (see next page)

HAZARDOUS SUBSTANCES (continued)

Legal Reference:

EDUCATION CODE

32060-32066 *Toxic art supplies in schools*

49340-49341 *Hazardous substances education*

49401.5 *Legislative intent; consultation services*

49411 *Chemical listing; compounds used in school programs; determination of shelf life; disposal*

FOOD AND AGRICULTURAL CODE

12981 *Regulations re pesticides and worker safety*

HEALTH AND SAFETY CODE

25163 *Transportation of hazardous wastes; registration; exemptions; inspection*

25500-25520 *Hazardous materials release response plans; inventory*

108100-108515 *California Hazardous Substances Act*

LABOR CODE

6360-6363 *Hazardous Substances Information and Training Act*

6380-6386 *List of hazardous substances*

CODE OF REGULATIONS, TITLE 8

339 *List of hazardous substances*

3203 *Illness and injury prevention program*

3204 *Records of employee exposure to toxic or harmful substances*

5139-5230 *Control of hazardous substances, especially*

5154.1-5154.2 *Ventilation*

5161 *Definitions*

5162 *Emergency eyewash and shower equipment*

5163 *Control of spills*

5164 *Storage of hazardous substances*

5191 *Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan*

5194 *Hazard communication*

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 *School hazardous waste collection, consolidation, and accumulation facilities*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT PUBLICATIONS

Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016

WEB SITES

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

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

California Office of Environmental Health Hazard Assessment: <http://www.oehha.ca.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

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

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

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

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

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3513.3 - District Police/Security Department)

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

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

(cf. 1330 - Use of School Facilities)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

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

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

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

Legal Reference:

EDUCATION CODE

32001 Fire alarms and drills

32040 Duty to equip school with first aid kit

32280-32289 School safety plans

32290 Safety devices

39834 Operating overloaded bus

46390-46392 Emergency average daily attendance in case of disaster

49505 Natural disaster; meals for homeless students; reimbursement

CIVIL CODE

1714.5 Release from liability for disaster service workers and shelters

GOVERNMENT CODE

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

8607 Standardized emergency management system

CALIFORNIA CONSTITUTION

Article 20, Section 3 Oath or affirmation

CODE OF REGULATIONS, TITLE 5

550 Fire drills

560 Civil defense and disaster preparedness plans

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized emergency management system

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Crisis Response Box, 2000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

Active Shooter Awareness Guidance, February 2018

State of California Emergency Plan, 2017

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

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

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

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

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

Management Resources continued: (see next page)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

Management Resources: (continued)

WEB SITES

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

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

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

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

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

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

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

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

U.S. Department of Education, Emergency Planning:

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

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

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

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

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

(cf. 3516.1 - Fire Drills and Fires)

2. Earthquake, flood, or other natural disasters

(cf. 3516.3 - Earthquake Emergency Procedure System)

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

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

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

(cf. 3515.2 - Disruptions)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.4 - Student Disturbances)

5. Bomb threat or actual detonation

(cf. 3516.2 - Bomb Threats)

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

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

(cf. 5141.22 - Infectious Diseases)

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

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

(cf. 3513.3 - District Police/Security Department)

(cf. 3515 - Campus Security)

(cf. 3517 - Facilities Inspection)

(cf. 3530 - Risk Management/Insurance)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid

4. Personal safety and security, including:
 - a. Identification of areas of responsibility for the supervision of students
 - b. Procedures for the evacuation of students and staff, including posting of evacuation routes
 - c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

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

(cf. 3543 - Transportation Safety and Emergencies)

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

(cf. 4032 - Reasonable Accommodation)

(cf. 6159 - Individualized Education Program)

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

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

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

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

- 5. Closure of schools, including an analysis of:

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

(cf. 3516.5 - Emergency Schedules)

- 6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:

- a. Identification of spokesperson(s)

(cf. 1112 - Media Relations)

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

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

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

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

(cf. 6164.2 - Guidance/Counseling Services)

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

TRANSPORTATION ROUTES AND SERVICES

The Superintendent or designee shall design transportation routes and stops within district boundaries that promote student safety, maximum efficiency in the use of buses, and decreased traffic in and around the schools.

(cf. 3510 - Green School Operations)

(cf. 3514 - Environmental Safety)

(cf. 3540 - Transportation)

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

1. For elementary school students:

Grades K-3: three-fourths mile
Grades 4-8: one mile

2. For students attending a three-year junior high school:

Grades 7-9: one mile

3. For students attending a four-year high school:

Grades 9-12: two miles

The Superintendent or designee may authorize transportation below these limits when safety problems or hazards exist.

(cf. 5142.2 - Safe Routes to School)

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules, and stops. He/she may also arrange for local media to publish such information.

(cf. 1112 - Media Relations)

With the Governing Board's authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)

2. Field trips and excursions (Education Code 35330)

(cf. 3541.1 - Transportation for School-Related Trips)

TRANSPORTATION ROUTES AND SERVICES (continued)

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)
4. District employees, parents/guardians, and adult volunteers traveling to and from educational activities authorized by the district (Education Code 39837.5)
5. Preschool or nursery school students (Education Code 39800)

(cf. 5148.3 - Preschool/Early Childhood Education)

6. Students traveling to full-time occupational classes provided by a regional occupational center or program (Education Code 39807.5, 41850)

(cf. 6178.2 - Regional Occupation Center/Program)

7. Students traveling to and from their places of employment during the summer in connection with a summer employment program for youth (Education Code 39837)
8. Matriculated or enrolled adults traveling to and from school, or adults for educational purposes other than to and from school (Education Code 39801.5)

(cf. 6200 - Adult Education)

9. Private school students, upon the same terms, in the same manner, and on the same routes provided for district students (Education Code 39808)
10. Nonschool purposes as allowed by law, such as:
 - a. Community recreation (Education Code 39835)
 - b. Public transportation (Education Code 39841)
 - c. Transportation of government employees to and from their places of employment (Education Code 39840)

Students who attend school outside of their school attendance area or district boundaries may be eligible for transportation services in accordance with district policy.

(cf. 5116.1- Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

TRANSPORTATION ROUTES AND SERVICES (continued)

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education program or Section 504 plan. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, 300.17, 300.34)

(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall provide transportation to homeless students in accordance with law, Board policy, and administrative regulation. When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)

(cf. 6173.1 - Education for Foster Youth)

Legal Reference: (see next page)

TRANSPORTATION ROUTES AND SERVICES (continued)

Legal Reference:

EDUCATION CODE

10900.5 *Use of school buses for community recreation*
35330 *Excursions and field trips*
35350 *Authority to transport pupils*
39800-39809.5 *Transportation, general provisions, especially:*
39800 *Powers of governing board to provide transportation to and from school*
39801.5 *Transportation for adults*
39808 *Transportation for private school students*
39830-39843 *School buses, especially:*
39835 *Use of school buses for community recreation*
39837 *Transportation to summer employment program*
39837.5 *Transportation of employees, parents/guardians, and adult volunteers to school activities*
39860 *Transportation to school activities*
41850-41856 *Allowances for transportation*
41860-41863 *Supplementary allowances for transportation*
48853.5 *Educational placement of students residing in licensed children's institutions*

CODE OF REGULATIONS, TITLE 5

15240-15244 *Allowances for student transportation, definitions*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*
6312 *Transportation to maintain children in foster care in school of origin*

UNITED STATES CODE, TITLE 42

11432 *McKinney-Vento Homeless Assistance Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504*
300.17 *Free appropriate public education*
300.34 *Special education related services*

Management Resources:

CSBA PUBLICATIONS

Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief, April 2014

WEB SITES

California Department of Education, Office of School Transportation:

<https://www.cde.ca.gov/ls/tm/or/assignment.asp>

Pupil Transportation Safety Institute: <http://www.ptsi.org>

All Personnel

BP 4158(a)

4258

EMPLOYEE SECURITY

4358

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)

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

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

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

The Superintendent or designee shall ensure that employees receive training in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee also shall inform teachers, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

EMPLOYEE SECURITY (continued)

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

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

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

Reporting of Injurious Objects

The Board requires employees to take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

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

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

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference: (see next page)

EMPLOYEE SECURITY (continued)

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion

49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240-246.3 Assault and battery, especially:

241.3 Assault against school bus drivers

241.6 Assault on school employee including board member

243.3 Battery against school bus drivers

243.6 Battery against school employee including board member

245.5 Assault with deadly weapon against school employee including board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626-626.11 School crimes

646.9 Stalking

22810 Purchase, possession, and use of tear gas

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

WEB SITES

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

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/lv/ss>

All Personnel

AR 4158(a)

4258

EMPLOYEE SECURITY

4358

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against him/her by a student or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response. When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.

(cf. 3515.2 - Disruptions)

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

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

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3530 - Risk Management/Insurance)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 5125 - Student Records)

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

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

EMPLOYEE SECURITY (continued)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

(cf. 3515.3 - District Police/Security Department)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institutions Code 827)

The principal shall disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. The principal shall also inform any teacher or administrator directly supervising or reporting on the student's behavior or progress whom he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

EMPLOYEE SECURITY (continued)

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification that one of his/her students has committed an offense that requires his/her review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee. He/she shall also initial the student's file when reviewing it in the school office.

Use of Pepper Spray

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

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

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

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

All Personnel

BP 4161.9

4261.9

CATASTROPHIC LEAVE PROGRAM

4361.9

The Governing Board recognizes that district employees may desire to assist other employees who have an urgent need for a leave of absence but do not have sufficient accrued leave to cover their absence. The Superintendent or designee shall establish a catastrophic leave program by which employees may donate accrued vacation and/or sick leave credits, which shall be placed into a pool for use by eligible employees.

Donations made under the catastrophic leave program shall be strictly voluntary.

The district's policy and procedures regarding catastrophic leave shall be included in the employee handbook. The Superintendent or designee may notify employees annually, or more frequently if the need arises, of the process for donating leave for this purpose.

An employee may apply to use donated leave credits in accordance with the accompanying administrative regulation when he/she has exhausted all applicable paid leaves of absence and a catastrophic illness or injury incapacitates the employee or a member of his/her family for an extended period of time. (Education Code 44043.5)

(cf. 4161/4261/4361 - Leaves)

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

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

(cf. 4261.1 - Personal Illness/Injury Leave)

Legal Reference:

EDUCATION CODE

44043.5 Catastrophic leave

44977 Salary deduction during sick leave, certificated employees

44978 Sick leave, certificated employees

44983 Compensation during leave, certificated employees

45190-45191 Sick leave and vacation, classified employees

45196 Salary deductions during sick leave, classified employees

LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
May 2018

All Personnel

AR 4161.9(a)

4261.9

CATASTROPHIC LEAVE PROGRAM

4361.9

Donations to Catastrophic Leave Program

An employee who chooses to donate accrued vacation and/or sick leave credits to the district's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave he/she wishes to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits to a district pool of leave credits designated for this purpose.

Donations shall be at a minimum of eight hours, and in hour increments thereafter. (Education Code 44043.5)

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

Employees should be cautious in making large donations of leave that they may need for their own use in the future.

The Superintendent or designee shall ensure that all donations are confidential.

Requests for Catastrophic Leave

A full-time or part-time employee may apply to the Superintendent or designee to use paid leave from the catastrophic leave program if he/she earns paid time off but has exhausted all his/her accrued paid leave and needs to take time off from work for an extended period of time due to his/her or a family member's catastrophic illness or injury. If the employee is incapacitated, a family member or caretaker may apply on his/her behalf.

(cf. 4161/4261/4361 - Leaves)

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

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

(cf. 4261.1 - Personal Illness/Injury Leave)

The employee shall provide verification of the illness or injury. (Education Code 44043.5)

Verification shall be made by means of a letter, dated and signed by the individual's health care provider, indicating the incapacitating nature and probable duration of the illness or injury.

An employee may apply to receive up to 20 days of paid leave from the catastrophic leave program per school year. At the end of the 20-day period, he/she may apply for up to 20 days of additional leave credits.

Employees receiving compensation under worker's compensation provisions are not eligible to receive leave from the catastrophic leave program until exhausting such benefit.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

AR 4161.9(b)
4261.9
4361.9

CATASTROPHIC LEAVE PROGRAM (continued)

An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)

If donated leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the pool of catastrophic leave for use by other eligible employees.

An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

ADMISSION

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

ADMISSION (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.13 - Response to Immigration Enforcement)
(cf. 5145.3 - Nondiscrimination/Harassment)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

Legal Reference: (see next page)

ADMISSION (continued)

Legal Reference:

EDUCATION CODE

234.7 *Student protections relating to immigration and citizenship status*
46300 *Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten*
46600 *Agreements for admission of students desiring interdistrict attendance*
48000 *Minimum age of admission (kindergarten)*
48002 *Evidence of minimum age required to enter kindergarten or first grade*
48010 *Minimum age of admission (first grade)*
48011 *Admission from kindergarten or other school; minimum age*
48050-48053 *Nonresidents*
48200 *Children between ages of 6 and 18 years (compulsory full-time education)*
48350-48361 *Open Enrollment Act*
48645.5 *Enrollment of former juvenile court school students*
48850-48859 *Educational placement of homeless and foster youth*
49076 *Access to records by persons without written consent or under judicial order*
49076.7 *Student records; data privacy; social security numbers*
49408 *Information of use in emergencies*
49452.9 *Health care coverage options and enrollment assistance*
49700-49703 *Education of children of military families*

HEALTH AND SAFETY CODE

120325-120380 *Education and child care facility immunization requirements*
121475-121520 *Tuberculosis tests for students*

CODE OF REGULATIONS, TITLE 5

200 *Promotion from kindergarten to first grade*
201 *Admission to high school*

CODE OF REGULATIONS, TITLE 17

6000-6075 *School attendance immunization requirements*

UNITED STATES CODE, TITLE 5

552a *Note Refusal to disclose social security number*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources: (see next page)

ADMISSION (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

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

California Department of Education, Health Care Coverage and Enrollment Assistance:

<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

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

U.S. Department of Justice: <https://www.justice.gov>

ADMISSION

Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6170.1 - Transitional Kindergarten)

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in kindergarten or TK at any time during that school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

1. The Governing Board determines that admittance is in the best interest of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

(cf. 6151 - Class Size)
(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport

ADMISSION (continued)

4. When none of the above documents is obtainable, an affidavit of the parent/guardian
5. Other means prescribed by the Board

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 students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members.

(cf. 5145.13 - Response to Immigration Enforcement)

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.

OPTION 1: In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

OPTION 2: 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

234.7 Student protections relating to immigration and citizenship status

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

48204.1-48204.4 Evidence of residency

48300-48317 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48645.5 Former juvenile court school students, enrollment

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 8

1229c Immigration and Nationality Act

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

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources: (see next page)

DISTRICT RESIDENCY (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

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WEB SITES

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

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

California Office of the Attorney General: <http://oag.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>

U.S. Department of Justice: <https://www.justice.gov>

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 is admitted through an interdistrict attendance option. (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)
9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the

DISTRICT RESIDENCY (continued)

parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

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 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)

DISTRICT RESIDENCY (continued)

Proof of Residency

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

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
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)

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.

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

DISTRICT RESIDENCY (continued)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

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)

STUDENT RECORDS

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law.

(cf. 3580 - District Records)
(cf. 4040 - Employee Use of Technology)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

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

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling

STUDENT RECORDS (continued)

such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5145.6 - Parental Notifications)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

Legal Reference: (see next page)

STUDENT RECORDS (continued)

Legal Reference:

EDUCATION CODE

234.7 *Student protections relating to immigration and citizenship status*

17604 *Contracts*

48201 *Student records for transfer students who have been suspended/expelled*

48853.5 *Foster youth; placement, immunizations*

48902 *Notification of law enforcement of specified violations*

48904-48904.3 *Withholding grades, diplomas, or transcripts*

48918 *Rules governing expulsion procedures*

48980 *Parental notifications*

48985 *Notices in parent/guardian's primary language*

49060-49079 *Student records*

49091.14 *Parental review of curriculum*

51747 *Independent study*

56041.5 *Rights of students with disabilities*

56050 *Surrogate parents*

56055 *Foster parents*

69432.9 *Cal Grant program; notification of grade point average*

BUSINESS AND PROFESSIONS CODE

22580-22582 *Digital privacy*

22584-22585 *Student Online Personal Information Protection Act*

22586-22587 *Early Learning Personal Information Protection Act*

CODE OF CIVIL PROCEDURE

1985.3 *Subpoena duces tecum*

FAMILY CODE

3025 *Access to records by noncustodial parents*

6552 *Caregiver's authorization affidavit*

GOVERNMENT CODE

6252-6260 *Inspection of public records*

HEALTH AND SAFETY CODE

120440 *Immunizations; disclosure of information*

PENAL CODE

245 *Assault with deadly weapon*

WELFARE AND INSTITUTIONS CODE

681 *Truancy petitions*

701 *Juvenile court law*

16010 *Health and education records of a minor*

CODE OF REGULATIONS, TITLE 5

430-438 *Individual student records*

16020-16027 *Destruction of records of school districts*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

1232h *Protection of Pupil Rights Amendment*

UNITED STATES CODE, TITLE 26

152 *Definition of dependent child*

UNITED STATES CODE, TITLE 42

11434a *McKinney-Vento Homeless Assistance Act; definitions*

STUDENT RECORDS (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.501 Opportunity to examine records for parents of student with disability

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

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

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

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

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

STUDENT RECORDS

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

STUDENT RECORDS (continued)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

STUDENT RECORDS (continued)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.

School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

STUDENT RECORDS (continued)

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when requested, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

No later than October 15 each year, the Superintendent or designee shall notify each student in grade 12, and his/her parents/guardians if the student is under age 18 years,

STUDENT RECORDS (continued)

that the student's GPA will be forwarded to the Student Aid Commission unless he/she opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
12. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

STUDENT RECORDS (continued)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

14. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

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

(cf. 6173.1 - Education for Foster Youth)

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

STUDENT RECORDS (continued)

17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))
18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

STUDENT RECORDS (continued)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Discretionary Access

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
 - a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.

STUDENT RECORDS (continued)

- c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
- 4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
- 5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
- 6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

- 7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)
- 8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

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

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

De-identification of Records

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior

STUDENT RECORDS (continued)

consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When required by law, the parent/guardian shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

STUDENT RECORDS (continued)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The custodian of records shall also make an entry in the log regarding any request for records that was denied and the reason for the denial.

The log shall include requests for access to records by:

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest
6. Law enforcement personnel seeking to enforce immigration laws

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to

STUDENT RECORDS (continued)

two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

(cf. 3260 - Fees and Charges)

Changes to Student Records

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5145.3 - Nondiscrimination/Harassment)

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above

STUDENT RECORDS (continued)

- b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

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

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

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

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

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

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

STUDENT RECORDS (continued)

5. Language training records

(cf. 6174 - Education for English Learners)

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

STUDENT RECORDS (continued)

Transfer of Student Records

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)
(cf. 5119 - Students Expelled From Other Districts)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

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

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of

STUDENT RECORDS (continued)

their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

STUDENT RECORDS (continued)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:

STUDENT RECORDS (continued)

- a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
- b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

RELEASE OF DIRECTORY INFORMATION

Definition

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

Directory information does not include a student's social security number or student identification number. However, for purposes of accessing or communicating in electronic systems, directory information may include a student identification number, user identification, or other personal identifier used by the student provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Directory information also does not include a student's citizenship status, immigration status, place of birth, or any other information indicating national origin.

RELEASE OF DIRECTORY INFORMATION (continued)

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information, how to refuse release, and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

(cf. 5125 - Student Records)

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parental consent or a court order.

(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

Parent/Guardian Consent

No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years or older, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)

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

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

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

RELEASE OF DIRECTORY INFORMATION

**PARENT/GUARDIAN NOTICE
RELEASE OF DIRECTORY INFORMATION**

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that _____(district name)_____, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include this type of information from your child's education records in certain school and/or district publications. Examples include:

- a playbill, showing your child's role in a drama production
- the annual yearbook
- honor roll or other recognition lists
- graduation programs
- sports activity sheets, such as for wrestling, showing weight and height of team members

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), as amended, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent.

If you do not want the district to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing by _____(insert date)_____. The district has designated the following information as directory information:

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth

RELEASE OF DIRECTORY INFORMATION (continued)

6. Major field of study
7. Participation in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

The district also may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, provided it cannot be used to access education records without a personal identification number (PIN), password, or other factor that only the authorized user knows. Your child's social security number will not be used for this purpose.

Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin. The district will not disclose such information without your consent or a court order.

BULLYING

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

(cf. 5131 - Conduct)
(cf. 5136 - Gangs)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6163.4 - Student Use of Technology)

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a

BULLYING (continued)

positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

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

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

BULLYING (continued)

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully

BULLYING (continued)

or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(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)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

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

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

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

Legal Reference: (see next page)

BULLYING (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

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

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

Management Resources continued: (see next page)

BULLYING (continued)

Management Resources: (continued)

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

Guidance to Schools: *Bullying of Students with Disabilities*, October 2014

Dear Colleague Letter: *Bullying of Students with Disabilities*, August 2013

Dear Colleague Letter: *Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability*, October 26, 2010

Dear Colleague Letter: *Harassment and Bullying*, October 2010

WEB SITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <https://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <https://casel.org>

Common Sense Media: <http://www.commonsensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

Partnership for Children and Youth: <https://www.partnerforchildren.org>

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

RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

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

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

*Legal Reference:*EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS*Plyler v. Doe*, 457 U.S. 202 (1982)*Management Resources:*CSBA PUBLICATIONS*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status*, February 2017CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues*, April 2018WEB SITESCSBA: <http://www.csba.org>California Office of the Attorney General: <http://oag.ca.gov>California Department of Education: <http://www.cde.ca.gov>California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>California Department of Justice: <http://www.justice.gov>U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>U.S. Immigration and Customs Enforcement: <https://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:

<https://locator.ice.gov/odls>

RESPONSE TO IMMIGRATION ENFORCEMENT

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

(cf. 5145.12 - Search and Seizure)

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
 - e. District staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

(cf. 5111.1 - District Residency)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

NONDISCRIMINATION/HARASSMENT

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

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

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

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

NONDISCRIMINATION/HARASSMENT (continued)

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

NONDISCRIMINATION/HARASSMENT (continued)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Prohibition of discrimination based on age

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

WEB SITES

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

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

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

California Office of the Attorney General: <http://oag.ca.gov>

First Amendment Center: <http://www.firstamendmentcenter.org>

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

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

NONDISCRIMINATION/HARASSMENT

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

(title or position)

(address)

(telephone number)

(email)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.

NONDISCRIMINATION/HARASSMENT (continued)

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)
4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may

NONDISCRIMINATION/HARASSMENT (continued)

request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

NONDISCRIMINATION/HARASSMENT (continued)

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

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

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

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

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

(cf. 5144 - Discipline)

(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)

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

NONDISCRIMINATION/HARASSMENT (continued)

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

NONDISCRIMINATION/HARASSMENT (continued)

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

NONDISCRIMINATION/HARASSMENT (continued)

1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or

NONDISCRIMINATION/HARASSMENT (continued)

activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

NONDISCRIMINATION/HARASSMENT (continued)

6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. **Uniforms/Dress Code:** A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

HATE-MOTIVATED BEHAVIOR

The Governing Board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)*
- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 3515.4 - Recovery for Property Loss or Damage)*
- (cf. 5131- Conduct)*
- (cf. 5131.2 - Bullying)*
- (cf. 5131.5 - Vandalism and Graffiti)*
- (cf. 5136 - Gangs)*
- (cf. 5137 - Positive School Climate)*
- (cf. 5141.52 - Suicide Prevention)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

- (cf. 1020 - Youth Services)*
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*
- (cf. 1700 - Relations Between Private Industry and the Schools)*
- (cf. 5148.2 - Before/After School Programs)*

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

- (cf. 5138 - Conflict Resolution/Peer Mediation)*
- (cf. 6142.3 - Civic Education)*
- (cf. 6142.4 - Service Learning/Community Service Classes)*
- (cf. 6142.94 - History-Social Science Instruction)*

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

- (cf. 6164.2 - Guidance/Counseling Services)*

HATE-MOTIVATED BEHAVIOR (continued)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Complaint Process

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

(cf. 3515.3 - District Police/Security Department)

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

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5144 - Discipline)

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

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

Legal Reference: (see next page)

HATE-MOTIVATED BEHAVIOR (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Prohibition of discrimination based on age

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