

**TIPTON ELEMENTARY SCHOOL DISTRICT  
REGULAR BOARD MEETING  
AGENDA**

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**

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

**2. Public Input:**

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

- 2.1 Community Relations/Citizen Comments
- 2.2 Reports by Employee Units CTA/CSEA
- 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

**4. ADMINISTRATIVE: Action items:**

- 4.1 Approval of March 2018 Quarterly Board Policy Update
- 4.2 Adopt District's Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2018- 2019 School Year
- 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
- 4.4 English Learner Reclassification Criteria
- 4.5 Resolution Number 2017-2018-15 In the Matter of Ordering Regular Governing Board Member Elections; Specifications of the Election Order
- 4.6 Co-Superintendent Business Services and Co-Superintendent/Principal Request for

Additional Days

- 4.7 Tipton Elementary School District Associated Teachers of Tipton/CTA/NEA Retirement Incentive Memorandum of Understanding 2017-2018
- 4.8 Resolution Number 2017-2018-16 Retirement Incentive Program for CSEA
- 4.9 Updated Resource Teacher Job Description

5. **FINANCE: Action items:**

- 5.1 Vendor Payments
- 5.2 Budget Revisions

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

7. **Any Other Business-**

8. **Adjourn to Closed Session: The Board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of closed session as required by law.**

- 8.1 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.
- 8.2 Government Code Section 54957.6  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Anthony Hernandez, Jacob Munoz and Stacey Bettencourt  
Employee Organization: CTA

9. **Reconvene to open session**

10. **Report out from Closed Session**

11. **Adjournment**

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

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

**Agenda Posted: Thursday, April 26, 2018**

## **2. Public Input:**

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

# Tulare County Office of Education

Committed to Students, Support and Service

**Jim Vidak**  
County  
Superintendent  
of Schools

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

(559) 733-6300  
tcoe.org

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

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

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

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

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

*Main Locations*

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

**Doe Avenue Complex**  
7000 Doe Ave.  
Visalia

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

April 15, 2018

Mr. Anthony Hernandez, Superintendent  
PO Box 787  
Tipton, CA 93272

**SUBJECT: REVIEW OF SECOND PERIOD INTERIM REPORT, 2017-18**

Dear Anthony:

The county office has reviewed the 2017-18 Second Period Interim Report of the Tipton School District, and will be able to certify to the California Department of Education that the district has submitted a positive report for the period ending January 31, 2018.

We find that these documents reflect a satisfactory fiscal position and indicate the district will be able to meet its financial obligations during this fiscal year and the two subsequent years as certified by your governing board. We thank you for the timely filing of your Interim Report with our office. The efforts of your staff in the preparation and submission of this report along with the supporting documentation is appreciated.

Please read our attached addendum for further comments and recommendations.

If you have any concerns or questions about this review, our comments or recommendations, please do not hesitate to call at 733-6474.

Sincerely,



Craig Wheaton  
Deputy Superintendent, Administrative Services  
Tulare County Office of Education

CW/es

Encls.

cc: Greg Rice, Board President  
District Business Manager

## BACKGROUND

Our review of the district's 2017-18 Second Period Interim Report and the comments included here are based on the Governor's January 2018 budget proposal for 2018-19. While at this point state revenues still exceed the governor's estimates for 2017-18, there is still reason to warrant caution in planning for future district operations. The California County Superintendents Educational Services Association (CCSESA) Business and Administration Steering Committee (BASC) in its latest advisory listed the following reasons for fiscal prudence.

- The proposed \$1.757 billion in one-time discretionary funding will be the budget balancer used to address legislative priorities and any revenue shortfalls in the state budget through budget adoption in June. Districts that budget these funds in their 2018-19 multiyear projections need to ensure that the spending plan is flexible, scalable and adjustable. It is not advised to balance the 2018-19 budget based on one-time funds.
- The possible negative impacts of the federal budget on California's budget are uncertain, as the economic and revenue forecasts used to build the Governor's budget do not consider the federal tax changes enacted last December.
- Beginning in 2019-20, LCFF growth estimates will be limited to discretionary COLA adjustments.

The Governor's budget also contains two proposals to "improve fiscal transparency and complement the new accountability system:"

- Require LEAs to show how their budget expenditures align with the strategies detailed in their Local Control Accountability Plans (LCAP) for serving students generating supplemental grants.
- Calculate and report on a single website the total amount of supplemental and concentration funding provided to each LEA under the Local Control Funding Formula (LCFF).

While the Governor's budget proposal for 2018-19 calls for full funding of the LCFF. It also includes language requiring "fiscal transparency" on how LCFF, including supplemental and concentration funds are being used. Below is the Governor's proposed 2018-19 budget trailer bill language regarding the school district budget/Local Control Accountability Plan (LCAP) crosswalk:

*Effective July 1, 2019, each budget shall include a summary document that links budget expenditures to corresponding goals, actions, and services in the school district's local control and accountability plan for the ensuing fiscal year. The State Board of Education shall develop a template for the summary document by January 30, 2019. This shall include the school district's estimate of the funds to be apportioned for increased or improved services for unduplicated pupils.*

These changes and the new statewide system of support will undoubtedly result in new administrative efforts and some level of increased costs as greater emphasis is placed on uses of funding and working through the targeted assistance process.

## SUPPLEMENTAL/CONCENTRATION GRANT vs. BASE FUNDING

The new LCFF provides additional funding for English learners, free and reduced-price meal program eligible students, and foster youth (unduplicated or Targeted Students). In January, the Governor proposed the LCFF be fully funded

beginning in fiscal year 2018-19. Assuming this is included in the adopted state budget; there will no longer be a district specific phase in calculation determining what portion of LCFF funding is designated for the Targeted Students (supplemental and concentration Funding). Beginning in fiscal year 2018-19 the LCFF funding for Targeted Students will be a straight forward calculation as part of the LCFF. The amount will also be published by the California Department of Education for 2018-19 and each year thereafter.

For most districts, the supplemental concentration Funding in fiscal year 2018-19 will still increase by more than LCFF Base funding. As a result, it will still be problematic for a district to pay for district wide cost increases out of the smaller LCFF Base Funding increases. Below is a table that reflects the district's change in components of LCFF funding from fiscal years 2016-17 through 2018-19.

	2016-17	\$ Change	% Change	2017-18	\$ Change	% Change	2018-19
Phase-In Entitlement	5,697,595	205,340	3.60%	5,902,935	312,011	5.29%	6,214,946
Supplemental Concentration	1,523,084	-10,076	-0.66%	1,513,008	169,297	11.19%	1,682,305
Base Funding	4,174,511	215,416	5.16%	4,389,927	142,714	3.25%	4,532,641
Estimated ADA	550.15			561.03			561.03
Per ADA Base Funding	7,587.95	236.81	3.12%	7,824.76	254.38	3.25%	8,079.14

Costs requiring the use of unrestricted resources are outpacing increases of unrestricted funding so caution is warranted when making any district commitments that will be funded out of LCFF Base funding.

**RESERVES**

**Reserve Caps** – Our office continues to reinforce the need for reserves over the state minimum reserve requirements. Past experience has clearly demonstrated these minimum levels are not sufficient to protect educational programs from severe disruption in an economic downturn. The typical 3% reserve minimum represents less than two weeks of payroll for nearly all districts. Many LEAs have established reserve policies calling for higher than state minimum reserves, recognizing their duty to maintain fiscal solvency.

This past October the Governor signed Senate Bill 751 which made significant changes to the previous Senate Bill 858 reserve cap requirements. The cap now allows for 10% of assigned or unassigned ending balances on a more limited number of district funds. It also exempts districts with fewer than 2,501 average daily attendance from the cap requirement.

The provisions of SB 751 are not imposed until the year after funds in the Public School System Stabilization Account equals or exceeds 3% of Proposition 98 funding for school districts. The State Superintendent of Public Instruction is required to notify districts and county offices of education when the conditions are met.

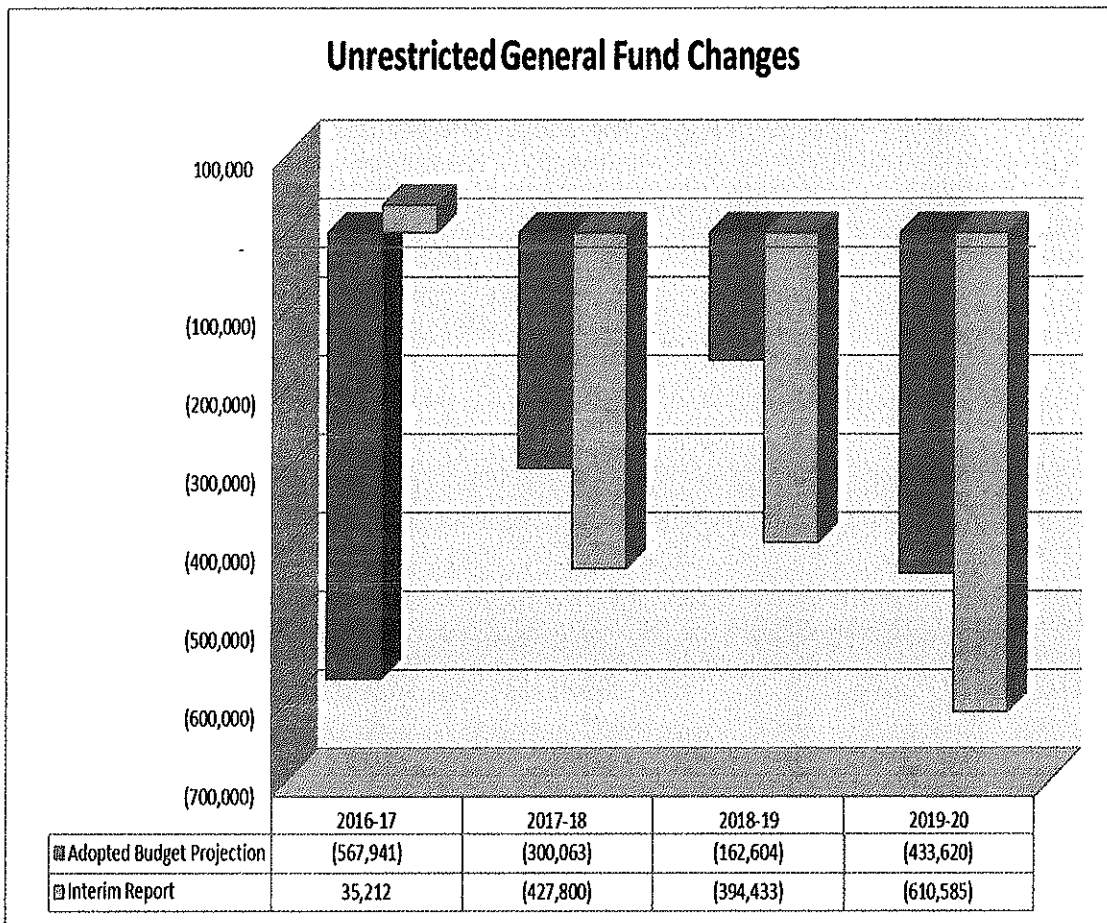
**Full Accrual Financial Position** As audit reports have begun to recognize long-term pension obligations under GASB 68, districts find their annual audit report may reflect a negative unrestricted balance on their Statement of Net Position. This will likely result in public concern over the fiscal management of the school district and higher costs associated with long-term financing. Below is a comparison of the district's 2016-17 unaudited actual available reserves (modified accrual basis of accounting) compared to the 2016-17 audited unrestricted net position, which includes the full accrual impact of GASB 68.

Unaudited Actuals Available Reserves	Audit Report Unrestricted Net Position	Difference
\$2,638,040	-\$2,116,686	-\$4,754,726

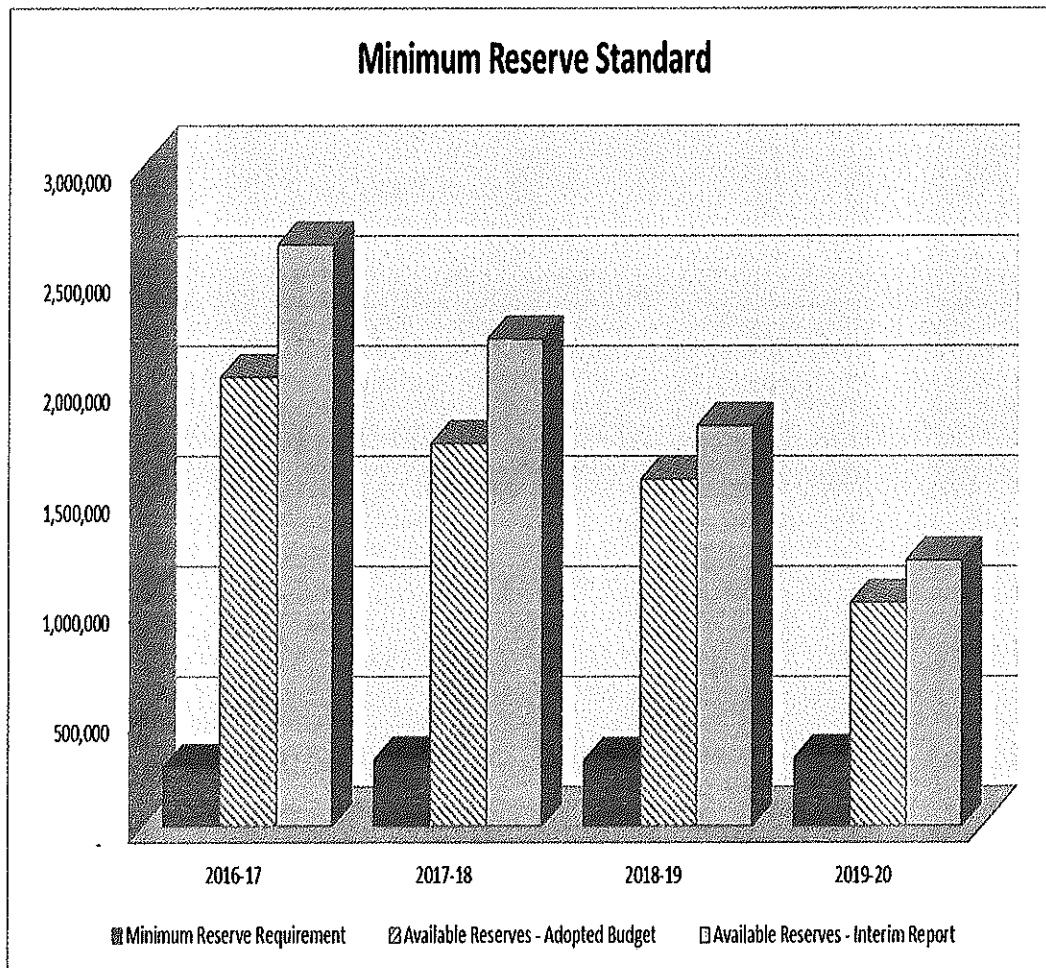
Beginning with fiscal year 2017-18, district audit reports will also reflect the full impact of long-term commitments for Other Post-Employment Benefits (Retiree health plans) under GASB 75. This will further reduce a district's unrestricted net position.

**LOCAL CONTROL FUNDING FORMULA PROJECTIONS**

Below is a comparison of the district's adopted budget and the current interim's anticipated change in the unrestricted general fund balance. The differences primarily represent an updated beginning balance for the year, changes in state LCFF estimates and changes in district provided ADA estimates.



The next graph presents the district's 2017-18 Second Interim reserve status compared with the original adopted budget and state minimum reserve requirement.



**COMMENTS AND RECOMMENDATIONS**

This section of our letter lists comments and recommendations we consider appropriate as a result of our review and current state budget projections.

- *The district is projecting significant deficit spending over the current and subsequent two fiscal years. This trend in declining balances must be addressed by the district to maintain district solvency.*
- *There are no additional comments or recommendations.*



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

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

**TIPTON ELEMENTARY SCHOOL DISTRICT  
REGULAR BOARD MEETING  
Minutes**

Tuesday, April 3, 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: Luke Smith, Fausto Martin, Jacob Munoz and Anthony Hernandez.*

**2. Open Public Hearing to Discuss Energy Efficient Contract:**

**2.1 Open for Public Questions and Comments**

*Motion to approve public hearing on Energy Efficient Contracts was made by Iva Sousa and second by John Cardoza.*

*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*

**2.2 Close Public Hearing**

*Motion to close public hearing on Energy Efficient Contracts was made by Iva Sousa 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*

**3. Public Input:**

**3.1 Community Relations/Citizen Comments**

**3.2 Reports by Employee Units CTA/CSEA**

**4. CONSENT CALENDAR: Action items:**

**4.1 Minutes of the Regular Board Meeting - March 6, 2018**

**4.2 School Calendar 2018-2019**

**4.3 Field Trip, Facility and Conference Attendance Requests**

*Motion to approve the consent calendar with corrections for the School Calendar to show correct Dates for winter break 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*

**5. ADMINISTRATIVE: Action items:**

**5.1** In the Matter of the Reduction of Certain Classified Services, Board Resolution #2017-2018-13

*Motion to approve Board Resolution #2017-2018-13 in the Matter of the Reduction of Certain Classified Services was made by Shelley Heeger and second by Iva Sousa.*

*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*

**5.2** Setting the Date of the Budget and LCAP Public Hearing. The proposed date is June 5, 2018.

*Motion to approve Setting the Date of the Budget and LCAP Public Hearing for June 5, 2018 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*

**5.3** Setting the Date of the Budget and LCAP Approval. The proposed date is June 12, 2018.

*Motion to approve Setting the Date of the Budget and LCAP Approval for June 12, 2018 was made by John Cardoza and second by Iva Sousa.*

*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*

**5.4** Resolution 2017-2018-14 - Resolution Making Determinations Pursuant to Government Code Sections 4217.10, *ET SEQ.*; Authorizing the Execution and Delivery of Energy Services Agreements and Other Documents and Other Actions Required in Connection Therewith

*Motion to approve Resolution 2017-2018-14 - Resolution Making Determinations Pursuant to Government Code Sections 4217.10, ET SEQ.; Authorizing the Execution and Delivery of Energy Services Agreements and Other Documents and Other Actions Required in Connection Therewith was made by Shelley Heeger and second by John Cardoza.*

*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. FINANCE: Action items:**

**6.1** Vendor Payments

*Motion to approve vendor payments was made by Fernando Cunha and second by John Cardoza.*

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

## 6.2 Budget Revisions

*Motion to approve budget revisions was made by Iva Sousa and second by John Cardoza.*

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

## 7. **INFORMATION: (Verbal Reports & Presentations)**

### 7.1 MOT--FOOD SERVICE—PROJECTS

Multi-Purpose Building

### 7.2 Phase 2 and 3

Update Progress Meeting #2

Update Progress Meeting #3

Update Progress Meeting #4

### 7.3 Consideration and Public Notice of the District’s Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

### 7.4 Consideration and Public Notices of the Associated Teachers of Tipton’s Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

*Mr. Fausto Martin updated the Board on Bus #1. He also discussed the reimbursement that would be coming within 2-3 weeks for the new gators.*

*Mr. Luke Smith updated the Board on the gas service upgrade that was completed during spring break. He shared that the basketball courts are ready to be poured and work is still being done to prepare the parking lot.*

*Mrs. Stacey Bettencourt shared that a group of students would be attending the Young Authors’ Faire Reception along with their teacher, Mrs. Rocha. The reception is Thursday, April 12, 2018 from 4:30 p.m. – 6:30 p.m.*

## 8. **Any Other Business-**

### 8.1 Quarterly Board Policy Updates March 2018

## 9. **Adjourn to Closed Session: 7:43 p.m.**

## 10. **Reconvene to open session: 11:18 p.m.**

## 11. **Report out from Closed Session**

### 9.1 Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: Community Ambassador

*Motion to approve Viviana Ramirez as Community Ambassador was made by Iva Sousa and second by John Cardoza.*

*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*

**9.2** Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.

*Motion to approve student transfers was made by John Cardoza 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*

**9.3** Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Co-Superintendent of Business Services

*Discussion only*

**9.4** Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Co-Superintendent/Principal

*Discussion only*

**9.5** Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Co-Superintendent of Curriculum Instruction

*Discussion only*

**12. Adjournment 11:19 p.m.**

**Minutes approved May 3, 2018**

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Greg Rice, President

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Iva Sousa, Clerk

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Stacey Bettencourt, Secretary

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

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

# TIPTON ELEMENTARY SCHOOL DISTRICT

## Minutes

### SPECIAL BOARD MEETING

Tuesday April 10, 2018

6:30 p.m. District Conference Room

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

*Board President Greg Rice, called the meeting to order at 6:30 p.m. and led the flag salute.  
Board Members Present: Shelley Heeger, Iva Sousa, Fernando Cunha, John Cardoza and Greg Rice. Guests: Jacob Munoz and Anthony Hernandez.*

**2. Public Input:**

**3. Adjourn to Closed Session: 6:32p.m.**

**4. Reconvene to open session 10:50 p.m.**

**5. Report out from Closed Session**

**3.1 Government Code Section 54957**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Co-Superintendent of Business Services

*Performance Evaluation for Co-Superintendent of Business Services was completed.*

**3.2 Government Code Section 54957**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Co-Superintendent/Principal

*Performance Evaluation for Co-Superintendent/Principal was completed.*

**3.3 Government Code Section 54957**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Co-Superintendent of Curriculum Instruction

*Performance Evaluation for Co-Superintendent of Curriculum Instruction was completed.*

**6. Adjournment 10:51 p.m.**

**Minutes approved May 3, 2018**

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Greg Rice, President

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Iva Sousa, Clerk

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Stacey Bettencourt, Secretary

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

#### **3.3 Field Trip, Facility and Conference Attendance Requests**



# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Nuckols GRADE 6-8

CLASSES ATTENDING Ag In the Classroom

DATE OF TRIP 4/24/18 NUMBER OF PUPILS 23 ADULTS 1

DESTINATION Tulare Unified 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

OTHER INFORMATION/STAFF CHAPARONE REQUEST:  
\_\_\_\_\_

COST \$ 0 (CTE Grant)

CAFETERIA LUNCHES NEEDED FOR STUDENTS: YES  NO  HOW MANY 23

CAFETERIA LUNCHES NEEDED FOR ADULTS: YES  NO  HOW MANY \_\_\_\_\_

SIGNATURE OF TEACHER IN CHARGE Michelle Nuckols

TRIP AUTHORIZED BY SCHOOL BOARD YES  NO

SIGNATURE OF SUPERINTENDENT Stanley Bell

*The twenty three students will need sweet lunch at 12:30!*

# FIELD TRIP APPROVAL FORM

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER (S) BURRELL, NUCKOLS, PHARIS

GRADE ENTIRE 8<sup>TH</sup> GRADE

CLASSES ATTENDING ALL 3 HOMEROOMS

DATE OF TRIP TUESDAY MAY 22<sup>ND</sup>, 2018

# OF PUPILS 62

# OF ADULTS 4

DESTINATION ROLLER TOWNE AND ADVENTURE PARK

BUS TO LEAVE SCHOOL AT 8:15 AM

BUS TO RETURN SCHOOL AT 2:50 PM

BUS ROUTING AND STOPS

WE WILL BE AT ROLLER TOWNE FORM 9AM-11AM AND THEN HEAD TO ADVENTURE PARK FROM THERE AND WILL REMAIN AT ADVENTURE PARK FROM 11:30AM-2:20PM

PRELIMINARY STEPS \_\_\_\_\_

TRIP RELEVANCY \_\_\_\_\_

OTHER INFORMATION \_\_\_\_\_

COST \$450.00 ROLLER TOWNE AND \$1100.00 ADVENTURE PARK = \$1550.00

CAFETERIA LUNCHES NEEDED: YES \_\_\_\_\_ NO x \_\_\_\_\_

SIGNATURE OF TEACHER IN CHARGE \_\_\_\_\_

TRIP AUTHORIZED BY SCHOOL BOARD: YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE OF SUPERINTENDENT \_\_\_\_\_

# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Lampe GRADE 7<sup>th</sup> - 8<sup>th</sup> Drama Class

CLASSES ATTENDING Drama Class

DATE OF TRIP May 10, 11, 14 NUMBER OF PUPILS 24-26 ADULTS 1

DESTINATION Encore Theatre - Tulare

BUS TO LEAVE SCHOOL AT 1:00pm RETURN AT 3:00pm

BUS ROUTING AND STOPS

School to Encore Theatre and back

\* May 14<sup>th</sup> Need to leave @ 12:00pm (return @ 3pm)

USE THE BACK OF THIS PAPER IF ROUTNING NEEDS MORE SPACE

PRELIMINARY STEPS: \_\_\_\_\_

TRIP RELEVENCY: Play practice

OTHER INFORMATION/STAFF CHAPARONE REQUEST: \_\_\_\_\_

COST \$ \_\_\_\_\_

CAFETERIA LUNCHES NEEDED FOR STUDENTS: YES \_\_\_\_\_ NO  HOW MANY \_\_\_\_\_

CAFETERIA LUNCHES NEEDED FOR ADULTS: YES \_\_\_\_\_ NO  HOW MANY \_\_\_\_\_

SIGNATURE OF TEACHER IN CHARGE [Signature]

TRIP AUTHORIZED BY SCHOOL BOARD YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE OF SUPERINTENDENT [Signature]

# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Lampe GRADE 6<sup>th</sup> - 8<sup>th</sup>

CLASSES ATTENDING DRAMA CLASS

DATE OF TRIP May 15-16 NUMBER OF PUPILS 28-30 ADULTS 1

DESTINATION Encore Theatre - Tulare

BUS TO LEAVE SCHOOL AT 4:45 pm RETURN AT 8:30 - 9 pm ? (not sure)

BUS ROUTING AND STOPS

School to Encore Theatre and back to School

USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

PRELIMINARY STEPS: \_\_\_\_\_

TRIP RELEVENCY: Play - 2 Nights

OTHER INFORMATION/STAFF CHAPARONE REQUEST:  
\_\_\_\_\_  
\_\_\_\_\_

COST \$ \_\_\_\_\_

CAFETERIA LUNCHES NEEDED FOR STUDENTS: YES \_\_\_\_\_ NO  HOW MANY \_\_\_\_\_

CAFETERIA LUNCHES NEEDED FOR ADULTS: YES \_\_\_\_\_ NO  HOW MANY \_\_\_\_\_

SIGNATURE OF TEACHER IN CHARGE [Signature]

TRIP AUTHORIZED BY SCHOOL BOARD YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE OF SUPERINTENDENT [Signature]

# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Bickers, Hatfield GRADE second

CLASSES ATTENDING second grade

DATE OF TRIP May 14 NUMBER OF PUPILS 42 ADULTS 3

DESTINATION Encore Theater

BUS TO LEAVE SCHOOL AT 12:30 RETURN AT 2:40

## BUS ROUTING AND STOPS

Merge onto CA-99, Take exit 86 for Bardsley Ave, Turn Left onto E Bardsley Ave, Turn right onto S O St. Turn left onto E Inyo Ave Turn left at 1<sup>st</sup> cross street onto S N Street.

USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

PRELIMINARY STEPS: \_\_\_\_\_

TRIP RELEVENCY: To support our community and learn to

behave in social settings. Also to expose the students to the arts.

OTHER INFORMATION/STAFF CHAPARONE REQUEST:

COST \$ \_\_\_\_\_

CAFETERIA LUNCHES NEEDED FOR STUDENTS: YES \_\_\_\_\_ NO  HOW MANY \_\_\_\_\_

CAFETERIA LUNCHES NEEDED FOR ADULTS: YES \_\_\_\_\_ NO  HOW MANY \_\_\_\_\_

SIGNATURE OF TEACHER IN CHARGE D. Bickers

TRIP AUTHORIZED BY SCHOOL BOARD YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE OF SUPERINTENDENT Janey Butler

**Tipton Elementary School District**

Name of Club: Drama Class

**Request for Fundraiser Approval and Revenue Projection**

School Year: 2017-2018

Date form submitted: 4/23/18 Submitted by: Ms. Lampe

**PROPOSED ACTIVITY:**

Name of activity or type of fundraiser: Play & Concession Stand

Location of activity: Encore Theatre - Tulare

Facilities needed: \_\_\_\_\_

Items to be sold: Tickets for play / food and drinks

Date of activity: May 15-16, 2018

Time of activity: From 5:45 a.m./p.m. To: 8pm a.m./p.m.

Item/Ticket selling price: \$ 5.00 ticket / \$ 1.00 - \$4.00 for food items

Cash Box required?  Yes No (Would like a \$100 - \$150 startup)

Number of items purchased for sale: \_\_\_\_\_ @ \$ \_\_\_\_\_ each = \$ 1.00 - \$4.00 each

ASB purchase order required?  Yes No

How much income is anticipated? \$ 900.00 how much expense is anticipated? \$ 725.00

How will profit be used? Fund program for future years

Fundraiser Contact Person: Ms. Lampe

Phone Number: 303-2324

Submit Form to Principal/Superintendent (Principal/Superintendent forward form to Business Office)

**Approved by:**

Principal/Superintendent: [Signature]

Business Manager/ASB Administrator: \_\_\_\_\_

Reason for disapproval, if applicable: \_\_\_\_\_

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

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

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
TIPTON ELEMENTARY SCHOOL DISTRICT  
BUSINESS SUPPORT SERVICES AGREEMENT**

TCOE CONTRACT #:  
190008

**THIS AGREEMENT**, is entered into as of \_\_\_\_\_, between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and TIPTON ELEMENTARY SCHOOL DISTRICT, referred to as DISTRICT, with reference to the following:

- A. Pursuant to Education Code sections 1260(e), 1262 and 1700, SUPERINTENDENT may provide services to school districts within his jurisdiction.
- B. DISTRICT requires business support services.
- C. SUPERINTENDENT is willing to provide business support services to DISTRICT upon the terms and conditions of this Agreement.

**ACCORDINGLY, IT IS AGREED:**

**1. TERM:** This Agreement shall become effective as of July 1, 2018 and shall expire on June 30, 2019 unless otherwise terminated as provided in this Agreement. This Agreement may be renewed each year upon written consent of the parties.

**2. ROLE OF SUPERINTENDENT:** SUPERINTENDENT will furnish business support services to DISTRICT during the term of this Agreement under the direction of SUPERINTENDENT as follows:

- a. Provide a qualified individual(s) to perform business services as listed on Attachment A. Service hours will be limited to a maximum of Two Hundred Four Hours (204). Additional hours provided will be billed at \$86.09 per hour of service.
- b. Pay all travel costs incurred by contract staff member(s) to the central office of the DISTRICT to provide services per Attachment A.
- c. Pay expenses of contract staff member(s) for approved conferences during the year, not to exceed two (2) days.
- d. Provide office space, furniture, equipment, software and other materials used by contract staff member(s) in providing the services under this Agreement.

**3. ROLE OF DISTRICT:** DISTRICT agrees to:

- a. Pay all travel costs, directly to the individual, for mileage, travel and conference costs incurred at the specific request of DISTRICT.
- b. Recognize the general fiscal monitoring responsibilities of SUPERINTENDENT. This Agreement shall not affect those duties.



**4. INDEPENDENT CONTRACTOR:**

a. This Agreement is entered into by both parties with the express understanding that SUPERINTENDENT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute SUPERINTENDENT or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.

b. Subject to any performance criteria contained in this Agreement, SUPERINTENDENT shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over SUPERINTENDENT'S agents, employees or officers as to how the services will be performed. Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of SUPERINTENDENT to assure compliance with this Agreement.

c. SUPERINTENDENT is responsible for paying all salary, benefits, entitlements and other costs and expenses of its agents, employees or officers, including those required by state or federal law, including, but not limited to: retirement benefits, statutory benefits, workers compensation and group insurance, FICA (Social Security) taxes, state or federal unemployment insurance contributions, state or federal income taxes, disability insurance contributions, and unemployment compensation insurance.

**5. COST OF SERVICES:** DISTRICT agrees to pay SUPERINTENDENT the sum of Seventeen Thousand Five Hundred Sixty Two Dollars (\$17,562.00) for the services provided in this Agreement. SUPERINTENDENT shall transfer this sum from the funds of DISTRICT to the County School Service Fund after January 1, 2019. Specific services to be performed will be at the choice of the DISTRICT.

**6. INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify the other, its 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, including District property, arising from, or in connection with, their performance or their agents, officers and employees under this Agreement. 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.

**7. TERMINATION:**

a. This Agreement may not be terminated prior to the expiration of its term, except that it can be terminated early effective on the 60th day following the mutual written consent of the parties.

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

**8. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all parties.

**9. NOTICES:**

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**SUPERINTENDENT:**

Craig Wheaton, Ed.D.  
Deputy Superintendent, Administrative Services  
P.O. Box 5091  
Visalia, California 93278-5091

**Phone No.:** (559) 733-6474

**Fax No.:** (559) 737-4378

**DISTRICT:**

TIPTON ELEMENTARY School District  
370 N. Evans  
Tipton, California 93272

**Phone No.:** 559-752-4213

**Fax No.:** 559-687-2221

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

**10. CONSTRUCTION:** This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

**11. NO THIRD PARTY BENEFICIARIES INTENDED:** The parties to this Agreement do not intend to provide any other person, including but not limited to contract staff, with any benefit or enforceable legal or equitable right or remedy.

**12. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**13. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with

any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

**14. FURTHER ASSURANCES:** Each party will execute any additional documents and to perform any further acts as may be reasonably required to effect the purposes of this Agreement.

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

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

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

BY \_\_\_\_\_  
Craig Wheaton, Ed.D., Deputy Superintendent  
"SUPERINTENDENT"

TIPTON ELEMENTARY SCHOOL DISTRICT

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

BY \_\_\_\_\_  
Chairperson, Board of Trustees  
"DISTRICT"

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

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

AGENCY AGREEMENT BETWEEN  
**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**  
AND  
**TIPTON SCHOOL DISTRICT**  
FOR 2018-2019  
**LIBRARY MEDIA SERVICES**

TCOE OFFICE USE
<input checked="" type="checkbox"/> Supt. receiving funds
<input type="checkbox"/> Supt. expending funds
Vendor # _____
Req. # _____
PO # _____

This agreement is entered into between Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and **Tipton School District**, referred to as DISTRICT/SCHOOL. SUPERINTENDENT supports disseminating successful practices to improve student achievement, including library instructional media resources and services. Therefore, DISTRICT/SCHOOL and SUPERINTENDENT mutually agree to the provisions described below.

1. **TERM.** This agreement shall be effective **July 1, 2018 – June 30, 2019**.
  
2. **FEE.** The fee shall be **\$4,908.75**
  - a. The fee is based on the Average Daily Attendance (ADA) **561** x \$8.75. The minimum agreement for a single school site with an ADA  $\leq$  86 is \$750.
  - b. The agreement fee is due upon receipt of invoice and no later than February 2019. Tulare County public DISTRICTS/SCHOOLS authorize transfer to the County School Service Fund from DISTRICT/SCHOOL Instructional Funds. DISTRICT/SCHOOL will be contacted annually to renew access to services.
  - c. The following sites are covered by this agreement: **Tipton School (K-8)**.
  
3. **SERVICES.**
  - a. SUPERINTENDENT agrees to:
    - i. Provide online access to the Educational Resource Services Multimedia Portal. Resources, with correlations to the California Standards, include licensed video streaming, research and reference sources, eBooks (many with audio and/or visual enhancement), and curriculum builder, resource management, and differentiation tools.
      - (1) SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve materials. Each school will be provided with a generic student login, allowing students access to resources at school and at home. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
      - (2) Annual on-site ERS Portal Presentations and information literacy training are available for DISTRICT/SCHOOL staff upon request.
    - ii. Provide circulating access to educational resource materials including print media, primary document reproductions, art prints, realia, and videos.
      - (1) Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
      - (2) Small group and classroom book and multimedia kits are available, with the option of requesting a customized book/multimedia bundle.

- (3) In-person access to media at the ERS Library and Multimedia Center is available year round: Monday – Friday, 8:00am – 5:00pm (closed TCOE observed holidays).
    - (4) SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.
      - (a) DISTRICT/SCHOOL staff will reserve materials online, by phone, or in person prior to the scheduled delivery day.
      - (b) DISTRICT/SCHOOL staff will renew their checkouts or return circulating items to a centralized location and submit a pickup request by the due date.
  - iii. Provide the services of the ERS Library Media Supervisor, a credentialed librarian and holder of the Library Media Teacher Services Credential, as "Librarian of Record" for any DISTRICT/SCHOOL that does not employ a credentialed librarian. Ed Code 44868 allows a DISTRICT/SCHOOL to employ non-credentialed personnel to assist in the provision of school library services, however these individuals do not supersede the Ed Code requirement that a credentialed librarian provide oversight of school library services. This agreement further fulfills the DISTRICT/SCHOOL's obligation under Education Code, sections 18100 and 18120. A DISTRICT/SCHOOL is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed librarian.
  - iv. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in provision of library services. These include the use of digital resources, library management software training, and collection development.
    - (1) DISTRICT/SCHOOL will be invited to send library personnel from each contracting site to participate in the ERS Library & Multimedia Center's bi-monthly Library Multimedia Network meetings dedicated to school library development, exploring technology and discovering how to best use the ERS Portal resources.
  - v. Provide technology consultation supporting DISTRICT/SCHOOL needs.
    - (1) One free Technology support day per contracting site (see Section 2c) may be used for training DISTRICT/SCHOOL personnel, for providing technology-focused professional development on curriculum implementation, and/or for consulting with DISTRICT/SCHOOL administration to assist with planning technology implementation.
    - (2) Technology support days will be allocated as follows: One (1) free day per contracting school site except for alternative education schools which shall be grouped together to receive one (1) free day.
  - vi. The Library and Multimedia Center's Teacher Resource Center (TRC) will be open for extended hours beyond the classroom day to accommodate teaching schedules. The TRC sells supplies to make classroom materials. Contracting DISTRICT/SCHOOL staff may also bring their own supplies and use TRC equipment. Equipment includes laminators, Ellison and AccuCut dies, a poster printer, color and B&W photocopies. Contracting sites pay a reduced fee for printing, copying, and laminating.
    - (1) The TRC sells pre-designed posters and ready-to-go packs of classroom support materials.

- (2) The TRC can print posters designed by teachers or the TRC staff can design posters and other materials to teacher specifications (at an additional fee for SUPERINTENDENT staff time).
- (3) TRC-made materials including posters, ready-to-go packs, and other classroom support materials can be delivered after completion on the next scheduled delivery day or by mail (postal shipping fee will apply).

b. DISTRICT/SCHOOL agrees to:

- i. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT/SCHOOL staff list within a month of the start of the school year, for ERS Portal username and password assignments. Initial email will be sent by Sara Torabi; return all changes and updates to her at [sara.torabi@tcoe.org](mailto:sara.torabi@tcoe.org). If you have additional questions about submission or format, please call 559-651-3031.
- ii. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen; and pay for repair costs for items damaged while in its possession.
- iii. Understand and acknowledge that copying of any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by Federal copyright laws. This includes, but is not limited to, videotaping, audio taping, and photocopying.
- iv. Contact Debra Lockwood, Library Media Supervisor, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or [debra.lockwood@tcoe.org](mailto:debra.lockwood@tcoe.org).

**4. INDEMNIFICATION.** SUPERINTENDENT and DISTRICT/SCHOOL 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/SCHOOL 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.

**5. CANCELLATION OF AGREEMENT.** This agreement may be cancelled by SUPERINTENDENT and DISTRICT/SCHOOL if any of the conditions of this agreement are not completed.


**6. SPECIAL PROVISIONS.** SUPERINTENDENT shall comply with all laws, rules and regulations applicable to such work.

- a. SUPERINTENDENT acknowledges that the services provided by its employees may involve limited contact with students and, as such, each member of the team will have background checks pursuant to the Education Code.
- b. The Agreement may be amended by the mutual written consent of the parties hereto.

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

DISTRICT/SCHOOL

Anthony Hernandez,  
Co-Superintendent of Business Services  
Tipton School District  
370 N. Evans (PO Box 787)  
Tipton, CA 93272  
ahernandez@tipton.k12.ca.us

By 

Date 4-3-18

SUPERINTENDENT

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

By \_\_\_\_\_

Date \_\_\_\_\_

If this agreement meets with your approval, please sign and return via a scanned, emailed copy to [sara.torabi@tcoe.org](mailto:sara.torabi@tcoe.org). If you would like a countersigned copy of the agreement returned to you, please indicate this in your correspondence.

ATTN: Sara Torabi  
Educational Resource Services  
Tulare County Office of Education  
7000 Doe Avenue, Suite A  
Visalia, CA 93291  
(559) 651-3031 office  
(559) 651-1012 fax

TCOE Contact: Debra Lockwood, 559-651-3042

Budget: 010-0-0-0-242000-86890 100%

FORM REVISED 3/7/18



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

**3.6 Updated School Calendar 2018-2019**

## Tipton Elementary School District Calendar 2018-2019

	M	T	W	T	F	Instructional Days	Non Inst. Days	Significant Dates	Explanation
Aug. 2018			1	2	3	18	3	Aug. 1-3	Staff Float Day
	6	7	8	9	10			Aug. 6 & 7	2 Days Staff Service
	13	14	15	16	17			Aug. 8	First Day of School 1:30 Dismissal Day
	20	21	22	23	24			Aug. 15 & 29	Strategic Planning- Min. Day - 1:30 dismissal
	27	28	29	30	31			Aug. 16	Back to School Night
								Aug. 22	Staff Development - 1:30 dismissal
Sept. 2018	3	4	5	6	7	18	0	Sept. 3	Labor Day
	10	11	12	13	14			Sept. 12	Fair Day
	17	18	19	20	21			Sept. 5 & 19	Strategic Planning- Min. Day - 1:30 dismissal
	24	25	26	27	28			Sept. 26	Staff Development - 1:30 dismissal
Oct. 2018	1	2	3	4	5	21	2	Oct. 8	Small Schools -Staff Development- No School
	8	9	10	11	12			Oct. 12	End of 1st quarter (45 days)
	15	16	17	18	19			Oct. 22	Parent/Teacher Conf. - No School
	22	23	24	25	26			Oct. 23	Parent/Teacher Conf. (make-up) - 2:00 dismissal
	29	30	31					Oct. 17	Staff Development - 1:30 dismissal
								Oct. 3, 10, 24, 31	Strategic Planning- Min. Day - 1:30 dismissal
Nov. 2018				1	2	16	0	Nov. 7	Staff Development - 1:30 dismissal
	5	6	7	8	9			Nov.12	Veteran's Day
	12	13	14	15	16			Nov. 16	2:00 Dismissal
	19	20	21	22	23			Nov. 19 - 23	Thanksgiving Holiday
	26	27	28	29	30			Nov. 14 & 28	Strategic Planning- Min. Day - 1:30 dismissal
Dec. 2018	3	4	5	6	7	15	0		
	10	11	12	13	14			Dec. 21	End of 2nd Quarter (43 days)
	17	18	19	20	21			Dec. 21	2:00 dismissal
	24	25	26	27	28			Dec. 24 - Jan. 11	Winter Vacation
	31							Dec. 5, 12, 19	Strategic Planning - Min. Day - 1:30 dismissal
Jan. 2019		1	2	3	4	13	0		
	7	8	9	10	11				
	14	15	16	17	18			Jan. 21	Martin Luther King, Jr. Day
	21	22	23	24	25			Jan. 16 & 23	Strategic Planning- Min. Day - 1:30 dismissal
	28	29	30	31				Jan. 30	Staff Development- 1:30 dismissal
Feb. 2019					1	18	0		
	4	5	6	7	8			Feb. 11	Lincoln's Birthday
	11	12	13	14	15			Feb. 18	President's Day
	18	19	20	21	22			Feb. 26 & 28	6th- 8th Parent/Teacher Conf. 2:00 dismissal
	25	26	27	28				Feb. 6, 13, 20, 27	Strategic Planning- Min. Day - 1:30 dismissal
March 2019					1	21	0		
	4	5	6	7	8			March 6	Staff Development - 1:30 Dismissal
	11	12	13	14	15			March 15	End of 3rd quarter (42 days)
	18	19	20	21	22			March 13, 20, 27	Strategic Planning-Min. Day-1:30 dismissal
	25	26	27	28	29			March 16 & 28	TK-5th Parent/Teacher Conf. 2:00 Dismissal
April 2019	1	2	3	4	5	16	0		
	8	9	10	11	12			April 12	2:00 dismissal
	15	16	17	18	19			April 3, 10, 24	Strategic Planning - Min. Day - 1:30 dismissal
	22	23	24	25	26			April 15 - 22	Spring Break
	29	30						April 22	Possible Fog Make-up Day
May 2019			1	2	3	22	0		
	6	7	8	9	10			May 8	Staff Development - 1:30 Dismissal
	13	14	15	16	17			May 27	Memorial Day
	20	21	22	23	24			May 1, 15, 22, 29	Strategic Planning - Min. Day - 1:30 dismissal
	27	28	29	30	31				
June 2019	3	4	5	6	7	2	0	June 4	End of 4th Quarter (50 days)
								June 4	Last Day 1:30 dismissal - 7:00 Graduation
Total Teacher Contract Days >>						<b>180</b>	<b>5</b>		
						NO SCHOOL-Vacation/Federal, Local Holiday or Parent/Teacher Conferences or Full Day Staff Development			
						Staff Development Days (1:30-3:30)		7 Wednesdays	
						Fall & Spring Parent/Teacher Conferences. Spring: 6th-8th Feb. 26 & 28; TK-5th March 26 & 28			
						Strategic Planning-Min. Day 1:30 dismissal			

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

#### **3.7 Surplus Library Books**

# Memo

To: Mr. Munoz ; Mrs. Bettencourt ; Mr. Hernandez  
From: Megan Rice  
Date: April 24, 2018  
Re: List of Weeded books from the Library March 2018 – April 2018

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Attached is a list of books that have been weeded from the Library Collection due to the fact that these books were torn, missing pages, damaged, irrelevant, out of date, etc.

**Weeding Project:** Several of our library shelves are double stacked with books, which can lead to books being damaged much more quickly and also make locating specific titles much more difficult. There are a number of book titles that are out of date or simply have not been circulated in 8+ years. This weeding project is in effort to make our library of better quality resources. This will also allow us to see which areas we may be lacking relevant sources in and create room for the new titles we add each year.

Books that are severely damaged and worn will be disposed of. Those books that are still in readable condition I would like to give the teachers a chance to take them for their classroom libraries. After they have taken what they wish, I would then like to disperse the remaining books to the students at a future date. All of the books listed have been stamped with “discard”, our barcode and labels have been removed, and removed from our library system.

If you should have any further questions, please let me know.

Thank you,

Megan Rice

April 24, 2018

## Tipton Elementary School Library

### Discarded/Weeded books March 2018 – April 2018

#### Title/Author/Number of copies

African animals / Arnold, Caroline

Alligators / Staub, Frank

Alligators and crocodiles / Wexo, John Bonnett

Alligators and other crocodilians / Fairweather, Gari D.

Alligators: a success story / Lauber, Patricia

Amazing beetles / Still, John

Amazing birds / Parsons, Alexandra

Amazing lizards / Smith, Trevor

Amazing sea creatures / Brown, Andrew

Amazing sharks / Thompson, Sarah L.

The American alligator / Patent, Dorothy Hinshaw

The American bison / Potts, Steve / 2

And then there was one: The mysteries of extinction / Facklam, Margery

Animal action ABC / Pandell, Karen

Animal champions / Wexo, John Bonnett

Animal champions 2/ Wexo, John Bonnett

Animal families / Porter, Keith

Animal friends / Bush, Pauline

Animal homes / Everts, Tammy

Animal homes / Pope, Joyce

Animal relationships / Barre, Michel

Animal survivors of the wetlands / Somervill, Barbara A.

Animal wonders / Wexo, John Bonnett / 2

Animals & art activities / Sacks, Janet

Animals and their ears / Earle, Olive L.

Animals and the quest for food / Barre, Michel

Animals in action / Bush, Pauline / 3

Animals of the rain forest / Stone, Lynn

Animals underground / Ruffault, Charlotte

The animals we live with / Wheeler, Jill

Antarctic ice / Mastro, Jim

Apes / Wexo, John Bonnett

The aquarium book / Ancona, George

Arctic babies / Darling, Kathy

Armored animals / Brown, Andrew

At the poles / Paul, Tessa

Baboons and other old world monkeys / Horak, Steven A.

Baby animals / Brown, Andrew

Baby whales drink milk / Esbensen, Barabara Juster / 3

Backyard wilderness / Howell, Catherine Herbert

Bald eagles / Dudley, Karen

Bats / Wood, Linda C.

Bats : shadows in the night / Ackerman, Diane

Bears / Kalman, Bobbie

Bears / Wexo, John Bonnett

Beaver / Rounds, Glen / 2

Beluga whales and their babies / Johnston, Marianne

Big cats / Kalman, Bobbie  
Biggest, strongest, fastest / Jenkins, Steve / 2  
Biography of a mountain gorilla / Harris, Lorle K. / 2  
Bird / Burnie, David  
Birds / Cooper, Jason  
Birds / Cox, Rosamund Kidman  
Birds / Parker, Janice  
Birds / Stone, Lynn  
Birds of prey / Wexo, John Bonnett  
Bizarre bugs / Wechsler, Doug  
Black bears / Helmer, Diana Star  
Blue whales / Palmer, Sarah  
Bodies from the ice: melting glaciers and the recovery of the past / Deem, Jame M.  
Brown bears / Freemna, Marcia S.  
Brown bears / Helmer, Diana Star  
Bugs / Parker, Nancy Winslow / 3  
Bugs and beetles: the new compact study guide and identifier / Preston-Mafham, Ken / 2  
Bugs and other insects / Kalman, Bobbie  
Butterflies / Brust, Beth Wagner / 2  
Butterflies and moths / Fichter, George S.  
Butterflies and moths / Kalmna, Bobbie  
Butterflies: the new compact study guide and identifier / Preston-Mafham, Ken  
Butterfly and caterpillar / Watts, Barrie  
By lakes & rivers / Paul, Tessa / 2  
By the seashore / Paul, Tessa

Camels / Wexo, John Bonnett  
Cardinals and other songbirds / Meish, Goldish  
Cardinals, robins, and other birds / Fichter, George S.  
Catch me if you can / Clyne, Densy  
Cheetahs / Wood, Linda C. / 2  
Chicken and egg / Back, Christine  
Children's guide to insects and spiders / Johnson, Jinny  
Chimpanzees / Dennard, Deborah  
Chimpanzees / Elwood, Ann / 2  
Chimpunks / Switzer, Merebeth  
Cicada sing-song / Clyne, Densy  
City bear / Dixon, Dougal  
Compost critters / Lavies, Bianca  
A coral reef / Green, Jen  
Coral reefs / Cooper, Jason  
Cottonmouths / Barger, Sherie  
Creepy, crawly baby bugs / Markle, Sandra  
Crocodiles & alligators / Simon, Seymour  
Dancing with manatees / McNulty, Faith  
Dangerous animals / Brown, Andrew  
Deer and elk / Patent, Dorothy Hinshaw  
The deer family / Biel, Timothy Levi  
Destination deep sea / Grupper, Jonathon  
Discover bones: explore the science of skeletons / Grant, Lesley / 2  
Discovering reptiles and amphibians / Caitlin, Stephen



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Frogs, toads, lizards, and salamanders / Parker, Nancy Winslow  
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Sea otter pup / Miles, Victoria

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Sea otters / Palmer, Sarah

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Sea shells / Cooper, Jason

Seashells, crabs, and other sea stories / Tibbitts, Christiane Kump

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Sea stars and other echinoderms / Svancara, Theresa

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Secret of sound: studying the calls of whales, elephants, and birds / Sayre, April Pulley

Sharks / Berman, Ruth

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The world beneath your feet / Swenson, Allan A.

World's weirdest sea creatures / Roberts, M.L.

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

**3.8** 2017-2018 Contract with Kaweah Electric Regarding  
Proposition 39

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This Agreement between Owner and Contractor ("Agreement") is entered into effective as of April 20, 2018 between the Tipton Elementary School District, Tulare County, California ("Owner") and Kaweah Electric, LLC ("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 light replacement and installation of owner supplied LED light fixtures, ballast and any and all LED lamps.

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 April 30, 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 Forty-One Thousand Five Hundred Seventy-Nine Dollars (\$41,579.00), 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 "C-10" 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 is 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.

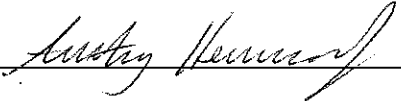
44.9. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all

signatures appended together, shall be deemed a fully executed agreement.

Kaweah Electric, LLC

Tipton Elementary School District

By: 

By: 

Its: Tim Whitlock

Its: Anthony Hernandez

941306  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

01/31/2020  
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 printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

**4. ADMINISTRATIVE: Action items:**

**4.1** Approval of March 2018 Quarterly Board Policy Update

**UNIFORM COMPLAINT PROCEDURES**

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

**Complaints Subject to the UCP**

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a)

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 3555 - Nutrition Program Compliance)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 5148.3 - Preschool/Early Childhood Education)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6174 - Education for English Learners)*  
*(cf. 6175 - Migrant Education Program)*  
*(cf. 6178 - Career Technical Education)*  
*(cf. 6178.1 - Work-Based Learning)*  
*(cf. 6178.2 - Regional Occupational Center/Program)*  
*(cf. 6200 - Adult Education)*

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived

**UNIFORM COMPLAINT PROCEDURES** (continued)

characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

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

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

*(cf. 3260 - Fees and Charges)*

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

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

*(cf. 0460 - Local Control and Accountability Plan)*

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

*(cf. 6173.1 - Education for Foster Youth)*

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in

**UNIFORM COMPLAINT PROCEDURES** (continued)

Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

*(cf. 6152 - Class Assignment)*

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

*(cf. 6142.7 - Physical Education and Activity)*

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

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

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the

## **UNIFORM COMPLAINT PROCEDURES** (continued)

complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

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

*(cf. 5125 - Student Records)*

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

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

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

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

*(cf. 3580 - District Records)*

### **Non-UCP Complaints**

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

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.



**UNIFORM COMPLAINT PROCEDURES** (continued)

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedures

44500-44508 California Peer Assistance and Review Program for Teachers

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, and military-connected students; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

*Legal Reference continued: (see next page)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

*Legal Reference: (continued)*

EDUCATION CODE (continued)

52060-52077 *Local control and accountability plan, especially:*  
52075 *Complaint for lack of compliance with local control and accountability plan requirements*  
52160-52178 *Bilingual education programs*  
52300-52462 *Career technical education*  
52500-52616.24 *Adult schools*  
54000-54029 *Economic Impact Aid*  
54400-54425 *Compensatory education programs*  
54440-54445 *Migrant education*  
54460-54529 *Compensatory education programs*  
56000- 56865 *Special education programs*  
59000-59300 *Special schools and centers*  
64000-64001 *Consolidated application process*

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*  
12900-12996 *Fair Employment and Housing Act*

HEALTH AND SAFETY CODE

104420 *Tobacco-Use Prevention Education*

PENAL CODE

422.55 *Hate crime; definition*  
422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 2

11023 *Harassment and discrimination prevention and correction*

CODE OF REGULATIONS, TITLE 5

3080 *Application of section*  
4600-4687 *Uniform complaint procedures*  
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1221 *Application of laws*  
1232g *Family Educational Rights and Privacy Act*  
1681-1688 *Title IX of the Education Amendments of 1972*  
6301-6576 *Title I basic programs*  
6801-7014 *Title III language instruction for limited English proficient and immigrant students*  
7101-7184 *Safe and Drug-Free Schools and Communities Act*  
7201-7283g *Title V promoting informed parental choice and innovative programs*  
7301-7372 *Title V rural and low-income school programs*  
12101-12213 *Title II equal opportunity for individuals with disabilities*

UNITED STATES CODE, TITLE 29

794 *Section 504 of Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000e-17 *Title VI and Title VII Civil Rights Act of 1964, as amended*  
2000h-2-2000h-6 *Title IX of the Civil Rights Act of 1964*  
6101-6107 *Age Discrimination Act of 1975*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 *Nondiscrimination on basis of disability; complaints*

*Legal Reference continued: (see next page)*

## **UNIFORM COMPLAINT PROCEDURES** (continued)

*Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

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

U.S. Department of Justice: <http://www.justice.gov>

**UNIFORM COMPLAINT PROCEDURES**

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

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 4030 - Nondiscrimination in Employment)*

**Compliance Officers**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

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

Co-Superintendent  
(title or position)  
370 N. Evans Rd. Tipton, CA 93272  
(address)  
559-752-4213  
(telephone number)  
ahernandez@tipton.k12.ca.us  
(email)

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

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

**UNIFORM COMPLAINT PROCEDURES** (continued)

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

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

**Notifications**

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

The Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 3260 - Fees and Charges)*

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

*(cf. 5145.6 - Parental Notifications)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

*(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)*

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
  - d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.

**UNIFORM COMPLAINT PROCEDURES** (continued)

- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.
- i. A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:
  - (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
  - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

**UNIFORM COMPLAINT PROCEDURES** (continued)

- (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- j. The complainant has a right to appeal the district's decision to CDE by filing a written appeal within 15 calendar days of receiving the district's decision.  
  
In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.
- k. The appeal to CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- l. Copies of the district's UCP are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

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

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

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 the UCP 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 UCP information for parents/guardians with limited English proficiency.

**District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)



## **UNIFORM COMPLAINT PROCEDURES** (continued)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

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

All complainants shall be protected from retaliation.

### **Filing of Complaints**

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

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

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

**Mediation**

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

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

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

## **UNIFORM COMPLAINT PROCEDURES** (continued)

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### **Investigation of Complaint**

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

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

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

**UNIFORM COMPLAINT PROCEDURES** (continued)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

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

**Report of Findings**

**OPTION 2:**

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

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

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

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

**UNIFORM COMPLAINT PROCEDURES** (continued)

**Final Written Decision**

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

AR 1312.3(k)

## UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

- a. The corrective actions imposed on the respondent
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

## **UNIFORM COMPLAINT PROCEDURES** (continued)

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

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

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

### **Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation

## **UNIFORM COMPLAINT PROCEDURES** (continued)

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

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

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

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.



## **UNIFORM COMPLAINT PROCEDURES** (continued)

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

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

### **Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

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

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

**UNIFORM COMPLAINT PROCEDURES** (continued)

5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE

## **FEDERAL GRANT FUNDS**

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

### **Allowable Costs**

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

*(cf. 3350 - Travel Expenses)*

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

### **Period of Performance**

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

### **Procurement**

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

## FEDERAL GRANT FUNDS (continued)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

## **FEDERAL GRANT FUNDS (continued)**

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

### **Capital Expenditures**

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

### **Conflict of Interest**

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

## **FEDERAL GRANT FUNDS (continued)**

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

*(cf. 9270 - Conflict of Interest)*

### **Cash Management**

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

### **Personnel**

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

### **Records**

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

## **FEDERAL GRANT FUNDS (continued)**

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

### **Audits**

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

# INTEGRATED PEST MANAGEMENT

## Definitions

*Integrated pest management* (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. (Education Code 17609; Food and Agricultural Code 13181)

(*cf.* 3510 - Green School Operations)

*School site* means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)

## Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an IPM strategy that incorporates effective, least toxic pest management practices.

The IPM coordinator shall prepare and annually update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)

The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment. Such pesticides shall only be used after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

The district's program shall include, but not necessarily be limited to, the following components:

1. Identifying and monitoring pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.



## INTEGRATED PEST MANAGEMENT (continued)

2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazards that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative cost-effective treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazardous effects to people and the environment.

No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)

6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and product label directions.

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.1 - Hazardous Substances)*

7. Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.
8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM as described in the section "Training" below.
9. Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.

### **Training**

The IPM coordinator and any employee or contractor who may be designated to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

AR 3514.2(c)

## **INTEGRATED PEST MANAGEMENT (continued)**

*(cf. 4231 - Staff Development)*

Any district employee who handles pesticides shall also receive pesticide-specific safety training prior to applying pesticides and annually thereafter in accordance with 3 CCR 6724.

### **Notifications**

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school site in the upcoming year. The notification shall include at least the following: (Education Code 17612)

1. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it
2. The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184
3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive prior notification of each application of a pesticide at the school site
6. Other information deemed necessary by the IPM coordinator

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

*(cf. 3517 - Facilities Inspection)*

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

*(cf. 5145.6 - Parental Notifications)*

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

## **INTEGRATED PEST MANAGEMENT (continued)**

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

Whenever the IPM coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

### **Warning Signs**

The IPM coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and shall remain posted until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number
3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide to protect the health and safety of students, staff, or other persons or the school site, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

### **Records**

At the end of each calendar year, the IPM coordinator shall submit to DPR, on a form provided by DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

## **INTEGRATED PEST MANAGEMENT (continued)**

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. A school may meet this requirement by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

### **Pesticide Use near School Site**

Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.

The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school activities are scheduled.

*Legal Reference: (see next page)*

## INTEGRATED PEST MANAGEMENT (continued)

### *Legal Reference:*

#### EDUCATION CODE

17366 Legislative intent (fitness of buildings for occupancy)

17608-17614 Healthy Schools Act of 2000

48980 Notice at beginning of term

48980.3 Notification of pesticides

#### BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

#### FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000

#### GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

6250-6270 California Public Records Act

#### CODE OF REGULATIONS, TITLE 3

6147 Pesticides exempted from registration requirements

6690-6692 Pesticide use near school sites

6724 Training of employees handling pesticides

#### CODE OF REGULATIONS, TITLE 8

340-340.2 Employer's obligation to provide safety information

#### UNITED STATES CODE, TITLE 7

136-136y Insecticide, Fungicide and Rodenticide Act

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION PUBLICATIONS

California School IPM Model Program Guidebook

Healthy Schools Act Requirements for Public K-12 Schools

School District Integrated Pest Management Plan Template

#### U.S. ENVIRONMENTAL PROTECTION AGENCY

Pest Control in the School Environment: Implementing Integrated Pest Management (IPM), May 2017

#### WEB SITES

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

California Department of Pesticide Regulation, School IPM: <http://www.cdpr.ca.gov/schoolipm>

U.S. Environmental Protection Agency, Integrated Pest Management at Schools:

<https://www.epa.gov/managing-pests-schools>

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND**

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

*(cf. 3100 - Budget)*  
*(cf. 3300 - Expenditures and Purchases)*  
*(cf. 3311 - Bids)*  
*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 3552 - Summer Meal Program)*  
*(cf. 5030 - Student Wellness)*

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

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

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

### **Meal Sales**

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 3553 - Free and Reduced Price Meals)*

### **Cafeteria Fund**

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

**OPTION 2:** The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

*(cf. 3230 - Federal Grant Funds)*  
*(cf. 3400 - Management of District Assets/Accounts)*  
*(cf. 3460 - Financial Reports and Accountability)*

### **Contracts with Outside Services**

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

*(cf. 3312 - Contracts)*  
*(cf. 3600 - Consultants)*

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

### **Procurement of Foods, Equipment and Supplies**

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

### **Program Monitoring and Evaluation**

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

*(cf. 3555 - Nutrition Program Compliance)*

*Legal Reference: (see next page)*

BP 3551(d)



## **FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

### *Legal Reference:*

#### EDUCATION CODE

38080-38086 Cafeteria, establishment and use  
38090-38095 Cafeterias, funds and accounts  
38100-38103 Cafeterias, allocation of charges  
42646 Alternate payroll procedure  
45103.5 Contracts for management consulting services; restrictions  
49490-49493 School breakfast and lunch programs  
49500-49505 School meals  
49554 Contract for services  
49550-49564.5 Meals for needy students  
49580-49581 Food recovery program

#### FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

#### HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

#### PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

#### CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

#### UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

#### CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

*Management Resources: (see next page)*

## FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

*Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018*

*Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017*

*Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA-SNP-06-2015, May 2015*

*Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013*

*Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012*

*Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000*

#### U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

*Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017*

*Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016*

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

*Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016*

*Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016*

*Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*

#### WEB SITES

*California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>*

*California School Nutrition Association: <http://www.calsna.org>*

*U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>*

Policy  
adopted:  
**Business and Noninstructional Operations**

CSBA MANUAL MAINTENANCE SERVICE  
March 2018  
AR 3551(a)

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND**

### **Payments for Meals**

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

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

*(cf. 3555 - Nutrition Program Compliance)*

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

*(cf. 1113 - District and School Web Sites)*

*(cf. 5145.6 - Parental Notifications)*

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

### **Unpaid and Delinquent Meal Charges**

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

### **Reimbursement Claims**

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

### **Donation of Leftover Food**

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

### **Cafeteria Fund**

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

*(cf. 3110 - Transfer of Funds)*

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

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## **FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

### **U.S. Department of Agriculture Foods**

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

### **Contracts with Outside Services**

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

*(cf. 3312 - Contracts)*

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 3600 - Consultants)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointments and Conditions of Employment)*

## **FREE AND REDUCED PRICE MEALS**

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

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

*(cf. 3552 - Summer Meal Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6177 - Summer Learning Programs)*

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

*(cf. 3550 - Food Service/Child Nutrition Program)*

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)



## **FREE AND REDUCED PRICE MEALS** (continued)

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

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

### **Confidentiality/Release of Records**

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

*(cf. 5125 - Student Records)*

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

*(cf. 6162.51 - State Academic Achievement Tests)*

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

*(cf. 6171 - Title I Programs)*

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with

## **FREE AND REDUCED PRICE MEALS** (continued)

the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

*(cf. 5141.6 - School Health Services)*

### *Legal Reference:*

#### EDUCATION CODE

48980 *Notice at beginning of term*

49430-49434 *Pupil Nutrition, Health, and Achievement Act of 2001*

49490-49494 *School breakfast and lunch programs*

49500-49505 *School meals*

49510-49520 *Nutrition*

49530-49536 *Child Nutrition Act of 1974*

49547-49548.3 *Comprehensive nutrition service*

49550-49564.5 *Meals for needy students*

#### CODE OF REGULATIONS, TITLE 5

15510 *Mandatory meals for needy students*

15530-15535 *Nutrition education*

15550-15565 *School lunch and breakfast programs*

#### UNITED STATES CODE, TITLE 20

1232g *Federal Educational Rights and Privacy Act*

6301-6576 *Elementary and Secondary Education Act*

#### UNITED STATES CODE, TITLE 42

1751-1769j *School lunch program*

1771-1791 *Child nutrition, especially:*

1773 *School breakfast program*

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 *National School Lunch Program*

220.10-220.21 *National School Breakfast Program*

245.1-245.13 *Determination of eligibility for free and reduced-price meals and free milk*

*Management Resources: (see next page)*

## FREE AND REDUCED PRICE MEALS (continued)

### *Management Resources:*

#### CSBA PUBLICATIONS

*Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012*

*Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Direct Certification Implementation Checklist Free and Reduced-Price Meals: Universal Meal Service,*

*Nutrition Services Division Management Bulletin SNP-01-2018, January 2018*

#### U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

*Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015*

*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)*

*Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002*

#### WEB SITES

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

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <https://cfpa.net>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

## **FREE AND REDUCED PRICE MEALS**

### **Applications**

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 3551 - Food Service Operations/Cafeteria Fund)*  
*(cf. 3552 - Summer Meal Program)*

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

*(cf. 5145.6 - Parental Notifications)*

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

### **Eligibility**

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

## **FREE AND REDUCED PRICE MEALS** (continued)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6175 - Migrant Education Program)*

### **Verification of Eligibility**

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

## **FREE AND REDUCED PRICE MEALS** (continued)

### **Confidentiality/Release of Records**

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Co-Superintendent of Curriculum and Instruction  
(title or position)

In using the records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.

*(cf. 5125 - Student Records)*

2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.

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

3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

### **Nondiscrimination Plan**

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.

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**FREE AND REDUCED PRICE MEALS** (continued)

4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 3555 - Nutrition Program Compliance)*

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

**Prices**

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 4000 - Concepts and Roles)*  
*(cf. 4100 - Certificated Personnel)*  
*(cf. 4200 - Classified Personnel)*  
*(cf. 4300 - Administrative and Supervisory Personnel)*

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4032 - Reasonable Accommodation)*  
*(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)*

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

*(cf. 4112.61/4212.61/4312.61 - Employment References)*

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

*(cf. 2230 - Representative and Deliberative Groups)*

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider



**RECRUITMENT AND SELECTION** (continued)

salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

*(cf. 4112 - Appointment and Conditions of Employment)*

*(cf. 4112.2 - Certification)*

*(cf. 4112.22 - Staff Teaching English Learners)*

*(cf. 4112.23 - Special Education Staff)*

*(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)*

*(cf. 4212 - Appointment and Conditions of Employment)*

*(cf. 4312.1 - Contracts)*

**Incentives**

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

*Legal Reference: (see next page)*

**RECRUITMENT AND SELECTION** (continued)*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination**35035 Responsibilities of superintendent**44066 Limitations on certification requirement**44259 Teaching credential; exception; designated subjects; minimum requirements**44750 Teacher recruitment resource center**44830-44831 Employment of certificated persons**44858 Age or marital status in certificated positions**44859 Prohibition against certain rules and regulations re: residency**45103-45139 Employment (classified employees)**49406 Examination for tuberculosis*GOVERNMENT CODE*815.2 Liability of public entities and public employees**6250-6276.48 Public Records Act**12900-12996 Fair Employment and Housing Act, including:**12940-12957 Discrimination prohibited; unlawful practices*HEALTH AND SAFETY CODE*53570-53574 Teacher Housing Act of 2016*LABOR CODE*432.3 Salary information*UNITED STATES CODE, TITLE 5*552 Freedom of Information Act*UNITED STATES CODE, TITLE 8*1324a Unlawful employment of aliens**1324b Unfair immigration related employment practices*UNITED STATES CODE, TITLE 20*1681-1688 Title IX prohibition against discrimination*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**12101-12213 Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 28*35.101-35.190 Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 34*106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities*COURT DECISIONS*C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1**Management Resources: (see next page)*

**RECRUITMENT AND SELECTION** (continued)*Management Resources:**CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS**Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017**WEB SITES**California County Superintendents Educational Services Association: <http://ccsesa.org/recruit>**California Department of Education: <https://www.cde.ca.gov>**California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>**Commission on Teacher Credentialing: <http://www.ctc.ca.gov>**Education Job Opportunities Information Network: <http://www.edjoin.org>**Teach USA: <https://culturalvistas.org/programs/us/teach-usa>**U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>*

## **SEXUAL HARASSMENT**

4319.11

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4030 - Nondiscrimination in Employment)*

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

*(cf. 4117.7/4317.7 - Employment Status Reports)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

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

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed

**SEXUAL HARASSMENT** (continued)

expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

**Sexual Harassment Reports and Complaints**

Any district employee who feels that he/she has been sexually harassed in the performance of his/her district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her direct supervisor, another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.

Complaints of sexual harassment shall be filed and investigated in accordance with the complaint procedure specified in AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

*Legal Reference: (see next page)*

**SEXUAL HARASSMENT** (continued)*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination on the basis of sex*GOVERNMENT CODE*12900-12996 Fair Employment and Housing Act, especially:**12940 Prohibited discrimination**12950 Sexual harassment; distribution of information**12950.1 Sexual harassment training*LABOR CODE*1101 Political activities of employees**1102.1 Discrimination: sexual orientation*CODE OF REGULATIONS, TITLE 2*11009 Employment discrimination**11021 Retaliation**11023 Harassment and discrimination prevention and correction**11024 Sexual harassment training and education**11034 Terms, conditions, and privileges of employment*CODE OF REGULATIONS, TITLE 5*4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance*UNITED STATES CODE, TITLE 20*1681-1688 Title IX prohibition against discrimination*UNITED STATES CODE, TITLE 42*2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended*CODE OF FEDERAL REGULATIONS, TITLE 34*106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities**106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities*COURT DECISIONS*Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026**Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275**Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257**Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989**Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998**Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57**Management Resources:*U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS*Promising Practices for Preventing Harassment, November 2017*WEB SITES*California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>**Equal Employment Opportunity Commission: <http://www.eeoc.gov>**U.S. Department of Education, Office for Civil Rights:**<http://www.ed.gov/about/offices/list/ocr/index.html>*

Policy  
adopted:  
**All Personnel**

CSBA MANUAL MAINTENANCE SERVICE  
March 2018  
AR 4119.11(a)  
4219.11

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

**Definitions**

*Prohibited sexual harassment* includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

*Prohibited sexual harassment* also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

**SEXUAL HARASSMENT** (continued)**Training**

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 5145.7 - Sexual Harassment)*

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A *supervisory employee* is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

*(cf. 4300 - Administrative and Supervisory Personnel)*

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability
2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities



**SEXUAL HARASSMENT** (continued)

such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
8. Practical examples of harassment based on gender identity, gender expression, and sexual orientation

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

**Notifications**

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

**SEXUAL HARASSMENT** (continued)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

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

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

## **PERSONAL ILLNESS/INJURY LEAVE**

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 44978; Labor Code 245-249)

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

### **Use of Sick Leave**

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

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

3. Personal necessity (Education Code 44981)

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

4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

*(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

## **PERSONAL ILLNESS/INJURY LEAVE** (continued)

7. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

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

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

### **Additional Leave for Disabled Military Veterans**

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the

## **PERSONAL ILLNESS/INJURY LEAVE** (continued)

U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

### **Notification of Absence**

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

*(cf. 4121 - Temporary/Substitute Personnel)*

### **Continued Absence After Available Sick Leave Is Exhausted/Differential Pay**

#### **OPTION 1:**

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent from his/her duties for an additional period of up to five school months, the employee shall

## **PERSONAL ILLNESS/INJURY LEAVE** (continued)

receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

### **Absence Beyond Five-Month Period/Reemployment List**

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

*(cf. 4116 - Probationary/Permanent Status)*

### **Parental Leave**

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 44977.5)

AR 4161.1(e)  
4361.1

## **PERSONAL ILLNESS/INJURY LEAVE** (continued)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

### **Verification Requirements**

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

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

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

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

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

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

*(cf. 4032 - Reasonable Accommodation)*

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

### **Healthy Workplaces, Healthy Families Act Requirements**

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

AR 4161.1(f)  
4361.1

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

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

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

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

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

*Legal Reference: (see next page)*



## PERSONAL ILLNESS/INJURY LEAVE (continued)

### *Legal Reference:*

#### EDUCATION CODE

- 44964 *Power to grant leave of absence in case of illness, accident, or quarantine*
- 44965 *Granting of leaves of absence for pregnancy and childbirth*
- 44976 *Transfer of leave rights when school is transferred to another district*
- 44977 *Salary deduction during absence from duties up to five months after sick leave is exhausted*
- 44977.5 *Differential pay during parental leave up to 12 weeks after sick leave is exhausted*
- 44978 *Provisions for sick leave of certificated employees*
- 44978.1 *Inability to return to duty; placement in another position or on reemployment list*
- 44978.2 *Leave for military service connected disability*
- 44979 *Transfer of accumulated sick leave to another district*
- 44980 *Transfer of accumulated sick leave to a county office of education*
- 44981 *Leave of absence for personal necessity*
- 44983 *Exception to sick leave when district adopts specific rule*
- 44984 *Industrial accident or illness*
- 44986 *Leave of absence for disability allowance applicant*

#### GOVERNMENT CODE

- 12945.1-12945.2 *California Family Rights Act*
- 12945.6 *Parental leave*

#### LABOR CODE

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

#### CODE OF REGULATIONS, TITLE 5

- 5601 *Transfer of accumulated sick leave*

#### UNITED STATES CODE, TITLE 29

- 2601-2654 *Family and Medical Leave Act of 1993, as amended*

#### UNITED STATES CODE, TITLE 42

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

#### CODE OF FEDERAL REGULATIONS, TITLE 29

- 825.100-825.800 *Family and Medical Leave Act of 1993*
- 1635.1-1635.12 *Genetic Information Nondiscrimination Act of 2008*

#### COURT DECISIONS

- Veguez v. Governing Board of Long Beach Unified School District*, (2005) 127 Cal.App.4th 406

Regulation  
approved:  
**All Personnel**

CSBA MANUAL MAINTENANCE SERVICE  
March 2018  
AR 4161.8(a)  
4261.8  
4361.8

## FAMILY CARE AND MEDICAL LEAVE

The district shall not deny any eligible employee the right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) nor restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4033 - Lactation Accommodation)*

### Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

*Child (son or daughter)* means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in *loco parentis*, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

*Eligible employee for FMLA and CFRA purposes* means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

*Employee disabled by pregnancy* means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

**FAMILY CARE AND MEDICAL LEAVE** (continued)

*Parent* means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

*Serious health condition* means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

*Incapacity* means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
  - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
  - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
  - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

**FAMILY CARE AND MEDICAL LEAVE** (continued)

*Spouse* means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

**Eligibility**

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

**Terms of Leave**

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

**OPTION 3:** This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

AR 4161.8(d)

4261.8

4361.8

**FAMILY CARE AND MEDICAL LEAVE (continued)**

**OPTION 4:** This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)

**Use/Substitution of Paid Leave**

**OPTION 2:** During the period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, or any other paid time off negotiated with the district that he/she is eligible to use. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044; 11092; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

AR 4161.8(e)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4161/4261/4361 - Leaves)*

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

*(cf. 4261.1 - Personal Illness/Injury Leave)*

### **Intermittent Leave/Reduced Work or Leave Schedule**

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

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

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

AR 4161.8(f)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Request for Leave**

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

### **Certification of Health Condition**

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

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4261.8  
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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

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4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Release to Return to Work**

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work. The certification shall address the employee's ability to perform the essential functions of his/her job.

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

### **Rights to Reinstatement**

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

*(cf. 4117.3 - Personnel Reduction)*

*(cf. 4217.3 - Layoff/Rehire)*

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

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4261.8  
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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Maintenance of Benefits/Failure to Return from Leave**

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

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

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

### **Military Family Leave Resulting from Qualifying Exigencies**

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

*Covered active duty* means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

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4261.8  
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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

*Qualifying exigencies* include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

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4261.8  
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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

### **Military Caregiver Leave**

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

*Covered servicemember* may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

*Son or daughter of a covered servicemember* means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in *loco parentis*. (29 CFR 825.127)

*Parent of a covered servicemember* means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

*Next of kin* means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

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4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

*Outpatient status* means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

*Serious injury or illness* means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
  - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
  - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
  - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
  - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

### **Notifications**

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

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

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification

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## FAMILY CARE AND MEDICAL LEAVE (continued)

explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

### **Records**

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

*Legal Reference: (see next page)*

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### *Legal Reference:*

#### EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

#### FAMILY CODE

297-297.5 *Rights, protections, and benefits under law; registered domestic partners*

300 *Validity of marriage*

#### GOVERNMENT CODE

12926 *Fair employment and housing act, definitions*

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

12945.6 *Parental leave*

12946 *Fair Employment and Housing Act: discrimination prohibited*

#### CODE OF REGULATIONS, TITLE 2

11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*

11087-11098 *California Family Rights Act*

#### UNITED STATES CODE, TITLE 1

7 *Definition of marriage*

#### UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

#### UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

#### CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

#### COURT DECISIONS

*United States v. Windsor*, (2013) 699 F.3d 169

*Faust v. California Portland Cement Company*, (2007) 150 Cal.App.4th 864

*Tellis v. Alaska Airlines*, (9th Cir., 2005) 414 F.3d 1045

### *Management Resources:*

#### U.S. DEPARTMENT OF LABOR PUBLICATIONS

*Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers*

#### WEB SITES

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

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Regulation  
approved:  
**Classified Personnel**

CSBA MANUAL MAINTENANCE SERVICE  
March 2018  
AR 4261.1(a)

## **PERSONAL ILLNESS/INJURY LEAVE**

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

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

### **Use of Sick Leave**

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

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

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

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

3. Personal necessity as specified in Education Code 45207

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

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

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

*(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

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

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

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

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

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

### **Additional Leave for Disabled Military Veterans**

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 45191.5)

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

### **Notification of Absence**

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

### **Continued Absence After Available Sick Leave Is Exhausted/Differential Pay**

AR 4261.1(d)

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

### **OPTION 2:**

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or accident, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

### **Parental Leave**

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

### **Extension of Leave**

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

*(cf. 4216 - Probationary/Permanent Status)*

## **PERSONAL ILLNESS/INJURY LEAVE** (continued)

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

### **Verification Requirements**

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

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

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

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

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

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

*(cf. 4032 - Reasonable Accommodation)*

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

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

### **Short-Term and Substitute Employees**

#### **OPTION 1:**

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

AR 4261.1(g)

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

### **Healthy Workplaces, Healthy Families Act Requirements**

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

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

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



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

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

*Legal Reference: (see next page)*

AR 4261.1(h)

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45191.5 Leave for military service connected disability

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

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

45202 Transfer of accumulated sick leave and other benefits

GOVERNMENT CODE

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

LABOR CODE

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

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

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

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

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170

Cal.App.4th 957

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

ATTORNEY GENERAL OPINIONS

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

Regulation  
approved:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
March 2018  
BP 5022(a)

## **STUDENT AND FAMILY PRIVACY RIGHTS**

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5021 - Noncustodial Parents)*  
*(cf. 5125 - Student Records)*  
*(cf. 5125.1 - Release of Directory Information)*  
*(cf. 6162.8 - Research)*

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*

5. The sale by students of products or services to raise funds for school-related or education-related activities

*(cf. 1321 - Solicitation of Funds from and by Students)*

6. Student recognition programs

*(cf. 5126 - Awards for Achievement)*

### **OPTION 1:**

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home

or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

BP 5022(b)

**STUDENT AND FAMILY PRIVACY RIGHTS** (continued)

BP 5022(c)

**STUDENT AND FAMILY PRIVACY RIGHTS** (continued)

*(cf. 5145.6 - Parental Notifications)*

*Legal Reference:*

EDUCATION CODE

234.7 *Student protections relating to immigration and citizenship status*

49076.7 *Privacy of student records; social security numbers*

49450-49458 *Physical examinations*

49602 *Confidentiality of personal information received during counseling*

51101 *Parents Rights Act of 2002*

51513 *Test, questionnaire, survey, or examination concerning personal beliefs*

51514 *Nonremoval of survey questions pertaining to sexual orientation or gender identity*

51938 *Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

1232h *Protection of pupil rights*

*Management Resources:*

WEB SITES

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

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

U.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpco>

Policy  
adopted:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
March 2018  
AR 5022(a)

## **STUDENT AND FAMILY PRIVACY RIGHTS**

### **Surveys Requesting Information about Beliefs and Practices**

A student's parent/guardian, or a student who is an adult or emancipated minor, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 5148 - Child Care and Development)*

If a student participates in such a survey requesting information about personal beliefs and practices, school officials and staff members shall not request or disclose the student's identity.

*(cf. 6162.8 - Research)*

Notwithstanding the above requirements for prior written consent, the district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice

and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)

AR 5022(b)

## **STUDENT AND FAMILY PRIVACY RIGHTS** (continued)

### **Parent/Guardian Access to Surveys and Instructional Materials**

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

1. A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices
2. Any instructional material to be used as part of his/her child's educational curriculum

*(cf. 5020 - Parent Rights and Responsibilities)*

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

*(cf. 1340 - Access to District Records)*

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

### **Health Examinations**

Authorized school officials may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a nonemergency, invasive physical examination without prior written notice to his/her parent/guardian, unless an applicable state law authorizes the student to provide consent without parent/guardian notification. (20 USC 1232h)

*Invasive physical examination* means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a properly authorized hearing, vision, or scoliosis screening. (20 USC 1232h)

*(cf. 5131.61 - Drug Testing)*

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

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.32 - Health Screening for School Entry)*  
*(cf. 5141.6 - School Health Services)*

### **Notifications**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

AR 5022(c)

### **STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this administrative regulation and the accompanying Board policy
3. The specific or approximate dates during the school year when the following activities are scheduled:
  - a. Survey requesting personal information
  - b. Physical examinations or screenings
  - c. Collection of personal information from students for marketing or sale

Prior to administering any anonymous and voluntary survey regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change to this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

*(cf. 5145.6 - Parental Notifications)*

Regulation  
approved:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
March 2018  
BP 5145.6(a)

## **PARENTAL NOTIFICATIONS**

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians and students all notifications required by law and any other notifications he/she believes will promote parental understanding and involvement.

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5022 - Student and Family Privacy Rights)*  
*(cf. 6020 - Parent Involvement)*

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

**PARENTAL NOTIFICATIONS** (continued)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, he/she shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

*Legal Reference:*EDUCATION CODE

- 221.5 Prohibited sex discrimination
- 231.5 Sexual harassment policy
- 234.7 Student protections relating to immigration and citizenship status
- 262.3 Appeals for discrimination complaints; information regarding availability of civil remedies
- 310 Language acquisition programs
- 313 Reclassification of English learners, parental consultation
- 313.2 Long-term English learner, notification
- 440 English language proficiency assessment; instruction in English language development
- 8483 Before/after school program; enrollment priorities
- 17288 Building standards for university campuses
- 17611.5-17612 Notification of pesticide use
- 32221.5 Insurance for athletic team members
- 32255-32255.6 Right to refuse harmful or destructive use of animals
- 32390 Fingerprint program; contracts; funding; consent of parent/guardian
- 33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act
- 35160.5 Extracurricular and cocurricular activities
- 35178.4 Notice of accreditation status
- 35182.5 Advertising in the classroom
- 35183 School dress codes; uniforms
- 35186 Complaints concerning deficiencies in instructional materials and facilities
- 35211 Driver training; district insurance, parent/guardian liability
- 35256 School Accountability Report Card
- 35258 School Accountability Report Card
- 35291 Rules for student discipline
- 37616 Consultation regarding year-round schedule
- 39831.5 School bus rider rules and information
- 44050 Employee codes of conduct, employee interactions with students
- 44808.5 Permission to leave school grounds
- 46010.1 Notice regarding excuse to obtain confidential medical services
- 46014 Regulations regarding absences for religious purposes
- 46600-46611 Interdistrict attendance agreements
- 48000 Minimum age of admission
- 48070.5 Promotion or retention of students
- 48204 Residency requirements
- 48205 Absence for personal reasons
- 48206.3 Students with temporary disabilities; individual instruction; definitions

*Legal Reference continued: (see next page)*



**PARENTAL NOTIFICATIONS** (continued)

*Legal Reference: (continued)*

EDUCATION CODE (continued)

- 48207-48208 *Students with temporary disabilities in hospitals*
- 48213 *Prior notice of exclusion from attendance*
- 48216 *Immunization*
- 48260.5 *Notice regarding truancy*
- 48262 *Need for parent conference regarding truancy*
- 48263 *Referral to school attendance review board or probation department*
- 48301 *Interdistrict transfers*
- 48350-48361 *Open Enrollment Act*
- 48354 *Option to transfer from school identified under Open Enrollment Act*
- 48357 *Status of application for transfer from school identified under Open Enrollment Act*
- 48412 *Certificate of proficiency*
- 48432.3 *Voluntary enrollment in continuation education*
- 48432.5 *Involuntary transfers of students*
- 48850-48859 *Education of foster youth and homeless students*
- 48900.1 *Parental attendance required after suspension*
- 48904 *Liability of parent/guardian for willful student misconduct*
- 48904.3 *Withholding grades, diplomas, or transcripts*
- 48906 *Notification of release of student to peace officer*
- 48911 *Notification in case of suspension*
- 48911.1 *Assignment to supervised suspension classroom*
- 48912 *Closed sessions; consideration of suspension*
- 48915.1 *Expelled students; enrollment in another district*
- 48916 *Readmission procedures*
- 48918 *Rules governing expulsion procedures*
- 48929 *Transfer of student convicted of violent felony or misdemeanor*
- 48980 *Required notification at beginning of term*
- 48980.3 *Notification of pesticide use*
- 48981 *Time and means of notification*
- 48982 *Parent signature acknowledging receipt of notice*
- 48983 *Contents of notice*
- 48984 *Activities prohibited unless notice given*
- 48985 *Notices to parents in language other than English*
- 48987 *Child abuse information*
- 49013 *Use of uniform complaint procedures for complaints regarding student fees*
- 49063 *Notification of parental rights*
- 49067 *Student evaluation; student in danger of failing course*
- 49068 *Transfer of permanent enrollment and scholarship record*
- 49069 *Absolute right to access*
- 49070 *Challenging content of student record*
- 49073 *Release of directory information*
- 49073.6 *Student records, social media*
- 49076 *Access to student records*
- 49077 *Access to information concerning a student in compliance with court order*

*Legal Reference continued: (see next page)*

**PARENTAL NOTIFICATIONS (continued)**

*Legal Reference: (continued)*

EDUCATION CODE (continued)

- 49403 Cooperation in control of communicable disease and immunization
- 49423 Administration of prescribed medication for student
- 49451 Physical examinations: parent's refusal to consent
- 49452.5 Screening for scoliosis
- 49452.7 Information on type 2 diabetes
- 49452.8 Oral health assessment
- 49456 Results of vision or hearing test
- 49471-49472 Insurance
- 49475 Student athletes; concussions and head injuries
- 49480 Continuing medication regimen for nonepisodic conditions
- 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
- 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
- 51225.1 Exemption from district graduation requirements
- 51225.2 Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
- 51225.3 Graduation requirements; courses that satisfy college entrance criteria
- 51229 Course of study for grades 7-12
- 51513 Personal beliefs; privacy
- 51938 HIV/AIDS and sexual health instruction
- 52164 Language census
- 52164.1 Census-taking methods; determination of primary language; assessment of language skills
- 52164.3 Reassessment of English learners; notification of results
- 54444.2 Migrant education programs; parent involvement
- 56301 Child-find system; policies regarding written notification rights
- 56321 Special education: proposed assessment plan
- 56321.5-56321.6 Notice of parent rights pertaining to special education
- 56329 Written notice of right to findings; independent assessment
- 56341.1 Development of individualized education program; right to audio record meeting
- 56341.5 Individualized education program team meetings
- 56343.5 Individualized education program meetings
- 56521.1 Behavioral intervention
- 58501 Alternative schools; notice required prior to establishment
- 60615 Exemption from state assessment
- 60641 California Assessment of Student Performance and Progress
- 69432.9 Submission of grade point average to Cal Grant program

CIVIL CODE

1798.29 District records, breach of security

HEALTH AND SAFETY CODE

- 1596.857 Right to enter child care facility
- 104420 Tobacco use prevention
- 104855 Availability of topical fluoride treatment
- 116277 Lead testing of school drinking water
- 120365-120375 Immunizations
- 120440 Sharing immunization information
- 124100-124105 Health screening and immunizations

*Legal Reference continued: (see next page)*

**PARENTAL NOTIFICATIONS (continued)**

*Legal Reference: (continued)*

PENAL CODE

626.81 *Notice of permission granted to sex offender to volunteer on campus*

627.5 *Hearing request following denial or revocation of registration*

CODE OF REGULATIONS, TITLE 5

852 *Exemptions from state assessments*

863 *Reports of state assessment results*

3052 *Behavioral intervention*

4622 *Notification of uniform complaint procedures*

4631 *Uniform complaint procedures; notification of decision and right to appeal*

4702 *Student transfer from school identified under Open Enrollment Act*

4917 *Notification of sexual harassment policy*

11303 *Reclassification of English learners*

11511.5 *English language proficiency assessment; test results*

11523 *Notice of proficiency examinations*

18066 *Child care policies regarding excused and unexcused absences*

18094-18095 *Notice of Action; child care services*

18114 *Notice of delinquent fees; child care services*

18118-18119 *Notice of Action; child care services*

CODE OF REGULATIONS, TITLE 17

2951 *Hearing tests*

6040 *Time period to obtain needed immunizations*

UNITED STATES CODE, TITLE 20

1232g *Family Educational and Privacy Rights Act*

1232h *Privacy rights*

1415 *Procedural safeguards*

6311 *State plan*

6312 *Local educational agency plans*

6318 *Parent and family engagement*

7908 *Armed forces recruiter access to students*

UNITED STATES CODE, TITLE 42

1758 *Child nutrition programs*

11431-11435 *McKinney-Vento Homeless Assistance Act*

CODE OF FEDERAL REGULATIONS, TITLE 7

245.5 *Eligibility criteria for free and reduced-price meals*

245.6a *Verification of eligibility for free and reduced-price meals*

*Legal Reference continued: (see next page)*

**PARENTAL NOTIFICATIONS (continued)**

*Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 34

- 99.7 *Student records, annual notification*
- 99.30 *Disclosure of personally identifiable information*
- 99.34 *Student records, disclosure to other educational agencies*
- 99.37 *Disclosure of directory information*
- 104.32 *District responsibility to provide free appropriate public education*
- 104.36 *Procedural safeguards*
- 104.8 *Nondiscrimination*
- 106.9 *Dissemination of policy, nondiscrimination on basis of sex*
- 200.48 *Teacher qualifications*
- 300.300 *Parent consent for special education evaluation*
- 300.322 *Parent participation in IEP team meetings*
- 300.502 *Independent educational evaluation of student with disability*
- 300.503 *Prior written notice regarding identification, evaluation, or placement of student with disability*
- 300.504 *Procedural safeguards notice for students with disabilities*
- 300.508 *Due process complaint*
- 300.530 *Discipline procedures*

CODE OF FEDERAL REGULATIONS, TITLE 40

- 763.84 *Asbestos inspections, response actions and post-response actions*
- 763.93 *Asbestos management plans*

*Management Resources:*

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

*Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017*

*Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005*

WEB SITES

*U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>*

**PARENTAL NOTIFICATIONS**

**Cautionary Notice:** Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2017 (AB 97, Ch. 14, Statutes of 2017) extends the suspension of these requirements through the 2017-18 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b>			
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
<b>II. At Specific Times During the Student's Academic Career</b>			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b> (continued)			
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b> (continued)			
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent
<b>III. When Special Circumstances Occur</b>			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school

**PARENTAL NOTIFICATIONS** (continued)

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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Within 30 days of foster youth, homeless youth, former juvenile court school student, or child of military family being transferred between high schools	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
<b>IV. Special Education Notices</b>			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices</b> (continued)			
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
<b>V. Classroom Notices</b>			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities

**STUDENT ASSESSMENT**

The Governing Board recognizes that student assessments are an important instructional and accountability tool. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.

*(cf. 6162.51 - State Academic Achievement Tests)*

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0500 - Accountability)*

*(cf. 2140 - Evaluation of the Superintendent)*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4315 - Evaluation/Supervision)*

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

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6190 - Evaluation of the Instructional Program)*

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and test publisher's directions, and that test administration procedures are fair and equitable for all students.

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

*(cf. 6162.54 - Test Integrity/Test Preparation)*

As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

*(cf. 4131 - Staff Development)*

*(cf. 4331 - Staff Development)*

## **STUDENT ASSESSMENT** (continued)

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.

*(cf. 0510 - School Accountability Report Card)*

### **Interim and Formative Assessments**

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6152 - Class Assignment)*

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

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6174 - Education for English Learners)*

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

### **Individual Record of Accomplishment**

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the state achievement tests required and administered as part of the California Assessment of Student Performance and Progress, or any predecessor assessments, pursuant to Education Code 60640-60649
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

*(cf. 6178 - Career Technical Education)*

**STUDENT ASSESSMENT** (continued)

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)

(cf. 5125 - Student Records)

*Legal Reference:*EDUCATION CODE

313 Assessment of English language development

10600-10610 California Education Information System

44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)

49558 Free and reduced-price meals; use of individual applications and records

51041 Evaluation of educational program

51450-51455 Golden State Seal Merit Diploma

52052 Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plan

60600-60649 Assessment of academic achievement, especially:

60640-60649 California Assessment of Student Performance and Progress

60800 Physical fitness testing

60810-60812 Assessment of English language development

60900 California Longitudinal Pupil Achievement Data System

CODE OF REGULATIONS, TITLE 5

850-864 California Assessment of Student Performance and Progress

UNITED STATES CODE, TITLE 20

9622 National Assessment of Educational Progress

*Management Resources:*WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

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

**TITLE I PROGRAMS**

The Governing Board desires to provide a high-quality education that enables all students to meet challenging state academic standards. In schools with a large number or percentage of economically disadvantaged families, the district shall use Title I funds to provide services that strengthen the academic program and provide support to students at risk of failing to achieve academic standards.

*(cf. 6011 - Academic Standards)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*

Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)

Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0460 - Local Control and Accountability Plan)*

In addition, the district and each school receiving Title I funds shall develop a written parent/guardian and family engagement policy in accordance with 20 USC 6318.

*(cf. 6020 - Parent Involvement)*

**Comparability of Services**

In schools receiving Title I funds, state and local funds shall be used to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among district schools, the district shall:

1. Adopt and implement a districtwide salary schedule
2. Ensure equivalence in teachers, administrators, and other staff, as measured by either or both of the following:

**TITLE I PROGRAMS** (continued)

- a. The ratio of students to instructional staff at each Title I school within a grade span, which shall not exceed 110 percent of the average ratio for all non-Title I district schools within that grade span
  - b. Salary expenditures for instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.
3. Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average
  4. Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to students with disabilities, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

The Superintendent or designee shall annually assess comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

**Participation of Private School Students**

The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students. (20 USC 6320, 7881)



## TITLE I PROGRAMS (continued)

### Program Evaluation

The Board shall regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

*(cf. 0500 - Accountability)*

*(cf. 6190 - Evaluation of the Instructional Program)*

#### *Legal Reference:*

##### EDUCATION CODE

*11503 Parent involvement programs in Title I schools*

*52060-52077 Local control and accountability plan*

*54420-54425 State Compensatory Education*

*64001 Single plan for student achievement, consolidated application programs*

##### UNITED STATES CODE, TITLE 20

*6301 Program purpose*

*6311-6322 Improving basic programs for disadvantaged students, including:*

*6312 Local educational agency plan*

*6313 Eligibility of schools and school attendance areas; funding allocation*

*6314 Title I schoolwide programs*

*6315 Targeted assistance schools*

*6318 Parent and family engagement*

*6320 Participation of private school students*

*6321 Comparability of services*

*6333-6335 Grants to local educational agencies*

*6391-6399 Education for migrant students*

*7881 Participation of private school students*

##### CODE OF FEDERAL REGULATIONS, TITLE 34

*200.1-200.73 Improving basic programs for disadvantaged students*

*Management Resources: (see next page)*

**TITLE I PROGRAMS** (continued)

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions About Title I Schoolwide Programs

Local Control and Accountability Plan Federal Addendum Template

Meeting Title I, Part A Comparability Requirements, October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-Regulatory Guidance, November 21, 2016

Title I Fiscal Issues, Non-Regulatory Guidance, February 2008

Designing Schoolwide Programs, Non-Regulatory Guidance, March 22, 2006

Title I Services to Eligible Private School Students, October 17, 2003

WEB SITES

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

California Department of Education: <https://www.cde.ca.gov/sp/sw>

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

**TITLE I PROGRAMS**

**Schoolwide Programs**

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. (20 USC 6314; 34 CFR 200.25)

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6314)

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school. (20 USC 6314)

*(cf. 0400 - Comprehensive Plans)*

The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plans required for other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

*(cf. 0420 - School Plans/Site Councils)*

The plan shall describe the strategies that the school will implement to address school needs, including a description of how such strategies will: (20 USC 6314)

1. Provide opportunities for all students, including economically disadvantaged students, ethnic subgroups, students with disabilities, and English learners, to meet state academic standards

*(cf. 6011 - Academic Standards)*

2. Use methods and instructional strategies that strengthen the school's academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

**TITLE I PROGRAMS** (continued)

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6177 - Summer Learning Programs)*

3. Address the needs of all students in the school, but particularly the needs of those at risk of not meeting state academic standards, through activities which may include the following:

a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas

*(cf. 5141.6 - School Health Services)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

b. Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school

*(cf. 6141.4 - International Baccalaureate Program)*

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

*(cf. 6178 - Career Technical Education)*

c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act

d. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments and to recruit and retain effective teachers, particularly in high-need subjects

*(cf. 4111/4211/4311 - Recruitment and Selection)*

*(cf. 4131 - Staff Development)*

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

e. Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs

*(cf. 5148.3 - Preschool/Early Childhood Education)*

**TITLE I PROGRAMS** (continued)

The plan shall also include a description of any applicable federal, state, and local programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)

The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)

**Targeted Assistance Programs**

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2 shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)

Eligible students include those who are economically disadvantaged; students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students; and homeless students. (20 USC 6315)

Any targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic standards, which may include programs, activities, and academic courses necessary to provide a well-rounded education
2. Use methods and instructional strategies that strengthen the academic program, through activities which may include:
  - a. Expanded learning time, before- and after-school programs, and summer programs and opportunities
  - b. A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act
3. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs

**TITLE I PROGRAMS** (continued)

4. Provide professional development to teachers, principals, other school leaders, paraprofessionals, and, if appropriate, specialized instructional support personnel and other school personnel who work with eligible students in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.
5. Implement strategies to increase the involvement of parents/guardians of participating students
6. If appropriate and applicable, coordinate and integrate federal, state, and local services and programs, such as programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311
7. Provide assurances to the Superintendent or designee that the program will:
  - a. Help provide an accelerated, high-quality curriculum
  - b. Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds
  - c. On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards

**Participation of Private School Students**

Teachers and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent/guardian and family engagement activities and professional development pursuant to 20 USC 6318. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation, and invite them to a meeting to discuss the intent of Title I and the roles of public and private school officials.

The Superintendent or designee shall consult with appropriate private school officials, in a meaningful and timely manner, during the design and development of the district's Title I

**TITLE I PROGRAMS** (continued)

programs, with the goal of reaching agreement on how to provide equitable and effective programs for eligible private school students. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include consultation on issues such as the following: (20 USC 6320, 7881; 34 CFR 200.56)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to eligible private school students, the proportion of funds to be allocated for such services, and how that proportion of funds is determined
6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of services to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
9. Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor
10. Whether to provide services to eligible private school students by pooling funds or on a school-by-school basis
11. When services will be provided, including the approximate time of day

**TITLE I PROGRAMS** (continued)

12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students

If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The district shall maintain, and shall provide to the CDE, a written affirmation signed by officials of each participating private school that consultation has occurred. The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)

*(cf. 3580 - District Records)*

The Superintendent or designee shall also maintain copies of program descriptions, notices, funding allocations, and other communications and records pertaining to the provision of services to private school students.



**4. ADMINISTRATIVE: Action items:**

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

## TIPTON ELEMENTARY SCHOOL DISTRICT

### Sunshine Proposal for Initial Contract Reopeners with

#### Associated Teachers of Tipton

Public school employers and their exclusive representatives are required to present proposals which relate to matters within the scope of representation at a school board meeting prior to commencing negotiations.

The Board of Trustees of the Tipton Elementary School District (“District”) values the collaborative spirit through which collective bargaining is accomplished between the District and the Associated Teachers of Tipton (“Association”). The District will approach the coming negotiations with the Association with an intent to negotiate mutually agreeable contract terms that address its employees’ interests and concerns when aligned with the four Board and Local Control and Accountability Plan (“LCAP”) goals:

- Goal 1: Improve Student Achievement in English Language Arts
- Goal 2: Improve Student Achievement in Math
- Goal 3: Increase Academic Achievement for all EL students
- Goal 4: Improve Pupil Attendance and Truancy Rates
- Goal 5: Improve Participation and Increase Learning Opportunities for Parents
- Goal 6: To Provide and Equip a Multipurpose Room to Assist with the Implementation of a Broad Range of Study, Increase Pupil Achievement, and Help Facilitate Parental Involvement.
- Goal 7: Maintain Class Sizes of 24:1 or Less Across Grades TK-8

The following constitutes the initial proposal of the Tipton Elementary School District 2018-2019 contract negotiations with the Association.

#### THE DISTRICT’S INITIAL PROPOSAL

- Article 7: Leaves
- Article 12: Salaries
- Article 13: Employee Benefits
- Article 14: Teacher Travel
- Article 18: Negotiation Procedures
- Article 21: Parent Participation and Engagement

The District desires to engage in good faith, principled negotiations with the Association to reach consensus on all negotiable items.

**4. ADMINISTRATIVE: Action items:**

- 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

## **Tipton Teacher's Association**

### **Initial Proposal for 2018-2019**

#### Salary: (Article 12.1)

- 6% raise in salary schedule as of July 1 2018

#### Health and Welfare Benefits: (Article 13.1)

- District will maintain fully paid benefits for 2018-2019

#### Leave: (Article 7.5)

- Increase confidential leave to 3 days

#### Maternity/Paternity Leave: (Article 7.6.1 [New addition]) [See AB 375 – October 2015]

- When a member has exhausted all sick leave including accumulated leave and continues to be absent on account of maternity or paternity leave the member's pay will not be deducted by more than the actual cost of a substitute employee for up to a period of 12 weeks which shall be reduced by any period of sick leave, including accumulated sick leave, during a period of maternity or paternity leave.

#### Special Assignments (Appendix B)

- Athletic Director limit increased to \$3000
- Coaching Stipend of \$500 with hourly rate for weekend games/tournaments

#### Appendix B: (C1 )

- Adjustment of hourly rate to \$40/hour

#### Retired Employees (Article 13.3.1.1)

- Adjust age of coverage from 58 to 55
  - o \*\*This would eliminate the provision set forth in 13.3.3\*\*

#### Retirement Incentive (Article 13 [New addition])

- The district will make every effort to offer prospective retirees a Golden Handshake when possible.
  - o If the district is unable to offer a Golden Handshake then prospective retiree will be offered a monetary amount equal to the product of one percent, years of service in the district and the members final Salary as determined by the salary schedule in Appendix A.

## **4. ADMINISTRATIVE: Action items:**

### **4.4 English Learner Reclassification Criteria**



# TIPTON ELEMENTARY SCHOOL DISTRICT



## **Tipton Elementary Reclassification Criteria 2017-2018**

*All students must meet the following criteria in order to be reclassified as fluent English proficient (RFEP):*

1. Score *Early Advanced* or *Advanced* on the Speaking Domain of CELDT.
2. Attain a 2.00 or better in all academic subjects.
3. ELA Achievement level of within 30 points from the *Standard Met* cut point on the CAASPP.
4. Parent consultation and notification.

**4. ADMINISTRATIVE: Action items:**

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

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

In the Matter of Ordering Regular Governing  
Board Member Elections; Specifications of  
the Election Order

RESOLUTION NO.2017-2018-15

RECITALS

1. Elections Code sections 1302, 10404.5 and 10405.7 authorize school districts and community college districts to establish the election day for governing board members to regularly occur on the same day as the statewide direct primary election, the statewide general election or the general municipal election is held.
2. The Board of Supervisors has received and approved a resolution from this Board establishing election of governing board members on the same day upon which the statewide general election is held.
3. Education Code section 5322 provides that whenever an election for governing board members is ordered, the governing board shall, by resolution, provide for specifications of the election order which shall be delivered to the county superintendent of schools and the officer conducting the election not less than 123 days prior to the date set for the election.
4. Other elections of school districts or other public agencies may be held in whole or part within the territory of this District and it is to the advantage of the District to consolidate therewith.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. This Board hereby orders an election to be held within the territory included in this District on the 6<sup>th</sup> day of November 2018, for the purpose of electing four (4) members to the governing board of the District in accordance with the following specifications:



**TIPTON SCHOOL DISTRICT  
SPECIFICATIONS OF THE ELECTION ORDER**

- A. The election shall be held on Tuesday, November 6, 2018.
- B. The purpose of the election is to choose **four (4)** members of the governing board of this District – **3 members with 4-year terms and 1 member with a 2-year term.**
- C. Adopt i or ii (please **check one box** in this section):
- i.** Candidate statements shall be paid for by the candidate. (*Elections Code section 13309 provides procedures for filing by indigent candidates.*)
  - ii.** Candidate statements shall be paid for by the District. (*Elections Code section 13307.*)
- D. Adopt i or ii (please **check one box** in this section):
- i.** Candidate statements shall be limited to 200 words.
  - ii.** Candidate statements shall be limited to 400 words. (*Elections Code section 13307.*)
- E. Adopt i or ii (please **check one box** in this section):
- i.** In the event of a tie vote, the winner of the election shall be determined by lot at a time and place to be designated by this Board.
  - ii.** In the event of a tie vote, the governing board shall call a runoff election on the sixth Tuesday following the election at which the tie vote occurred. (*Education Code section 5016*) **All costs and expenses of conducting the special runoff election shall be borne by the District.**
3. The District will reimburse the county for the actual cost incurred by the county elections official in conducting the general election upon receipt of a bill stating the amount due as determined by the elections official.
4. This Board hereby requests and consents to the consolidation of this election with other elections to be held in whole or in part in the territory of the District, pursuant to Education Code section 5340 et seq., and Elections Code section 10400 et seq.
5. The Clerk of this Board is ordered to deliver copies of this Resolution, not less than 123 days prior to the date set for the election, to the county superintendent of schools who shall deliver the order of election to the Tulare County elections official and, if applicable, to the election official of any other county in which the election is to be held, as required by Education Code section 5324.

6. This Board requests that the county superintendent of schools publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory:

*Tulare Advance Register*

*I, Iva Sousa, Clerk of the Board of Trustees of the Tipton Elementary School District, do hereby certify that the foregoing Resolution was proposed by Board member \_\_\_\_\_, seconded by Board member \_\_\_\_\_, and duly passed and adopted by said Board, at an official and public meeting thereof held on May 3, 2018, by the following vote: (list members' names)*

*AYES:*

*NOES:*

*ABSENT:*

*ABSTAIN:*

Date: May 3, 2018

\_\_\_\_\_  
Clerk, Board of Trustees  
Tipton School District

**4. ADMINISTRATIVE: Action items:**

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



# TIPTON ELEMENTARY SCHOOL

370 N. Evans Road • P.O. Box 787 • Tipton, CA 93272  
559-752-4213 • FAX: 559-752-1231

**Tiger Pride!**

Anthony Hernandez  
Co-Superintendent  
Business Services

Stacey Bettencourt  
Co-Superintendent/  
Principal

Jacob Munoz  
Co-Superintendent  
Curriculum and Instruction

Fausto Martin  
MOT Director

Erika Mendoza  
Cafeteria Manager

April 24, 2018

Dear Board President:

As per contract, with Board approval, the Co-Superintendent can work additional days per year at the daily rate based on annual salary. Mr. Hernandez is requesting that the Board approve 5 additional work days in June.

Mrs. Bettencourt is requesting the Board approve 3 extra days to be worked in June.

Respectfully,

Stacey Bettencourt

Greg Rice  
President

Iva Sousa  
Clerk

**Board Members**  
John Cardoza  
Trustee

Shelley Heeger  
Trustee

Fernando Cunha  
Trustee

**4. ADMINISTRATIVE: Action items:**

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

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

The Tipton Elementary School District (“District”) and the Associated Teachers of Tipton/CTA/NEA (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding a retirement incentive to be offered to eligible Association members who choose to retire at the conclusion of the 2017-2018 school year.

**RECITALS**

- A. The Association 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 Association 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 Association 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 fifty-five (55) on or before June 30, 2018;
  - b. The unit member has at least eighteen (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 11, 2018;
  - d. The unit member’s resignation from the District shall be effective June 30, 2018;
  - e. The unit member is actively providing service as of the last student instructional day of the current school year; and
  - f. The unit member is scheduled to, and subsequently does, retire with CalSTRS or CalPERS at the conclusion of the 2017-2018 school year.

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.**

**Resignation/Retirement Notice.** If a unit member timely submits his/her retirement notice/resignation, the District will provide each eligible certificated employee who retires at the conclusion of the 2017-2018 school year \$20,000, less applicable taxes and withholdings. This shall not be considered creditable compensation for retirement purposes, and therefore, CalSTRS or CalPERS withholdings will not be made. The retirement incentive will be paid to the employee by July 31, 2018.

**Retiree Health Benefits.** Employees who are age fifty-eight (58) or older and have eighteen (18) consecutive years of service with the District are eligible for retiree health and welfare benefits pursuant to Article 13: Employee Benefits, section 13.3 Retired Employees, of the collective bargaining agreement between the District and Association.

Employees who are between age fifty-five (55) as of June 30, 2018 and age fifty-eight at the time of retirement can purchase health insurance benefits from the date of retirement until the age of 58 at which time the District will continue benefits until the month in which the retiree has reached age sixty-five (65). The employee is responsible for paying the full cost of the retiree health benefits, as those benefits may change from time to time, until the employee reaches age fifty-eight (58), when the District's contribution toward the benefits begins.

An employee who elects to retire and receive the retirement incentive, but does not purchase the retiree health benefits from age fifty-five (55) to age fifty-eight (58) will not be eligible for the District-paid retiree health benefits starting at age fifty-eight (58).

6. **Tax/Retirement Issues.** Neither the Association nor the District makes any representations, warranties or guarantees regarding the tax or retirement consequences of any retirement incentive payment, including, but not limited to, the taxable or non-taxable nature of the payment, any impact on a unit member's ability to work after retirement without incurring financial penalties from CalSTRS or CalPERS, and whether the incentive payment constitutes creditable compensation. Specifically, the Parties agree that unit members should seek answers to any questions regarding the incentive through their accountant, CalSTRS/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.

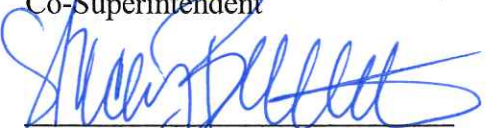
8. **Repayment.** If any employee receives this retirement incentive and violates any eligibility or other requirement of this MOU, the retiree/employee shall repay the District the amount of the retirement incentive within thirty (30) calendar days of a written demand from the District.

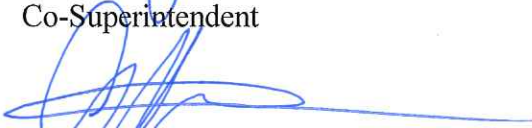
9. **Final Retirement Incentive.** This is the District's final, retirement incentive for the foreseeable future.

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

**DISTRICT**


  
\_\_\_\_\_  
Anthony Hernandez  
Co-Superintendent

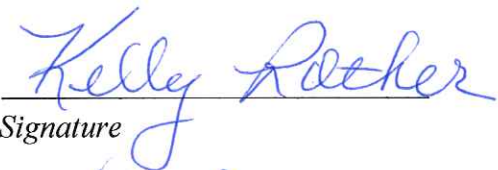
  
\_\_\_\_\_  
Stacey Bettencourt  
Co-Superintendent


  
\_\_\_\_\_  
Jacob Munoz  
Co-Superintendent

Dated: April 13, 2018

**ASSOCIATED TEACHERS OF TIPTON**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Dated: April 13, 2018



**4. ADMINISTRATIVE: Action items:**

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

**TIPTON ELEMENTARY SCHOOL DISTRICT**

**TIPTON, CA**

**Resolution Number 2017-2018-16**

**Retirement Incentive Program**

**WHEREAS**, the District's fiscal situation will remain uncertain for the foreseeable future;

**WHEREAS**, Government Code section 20904 provides that a school district may permit eligible members of the California Public Employees' Retirement System who retire to receive up to two years of additional service credit at the time of retirement; and

**WHEREAS**, the employing school district shall pay to the California Public Employees' Retirement Fund an amount equal to the actuarial present value cost of the additional service credit, and a fee to cover administrative costs; and

**WHEREAS**, to ensure a balanced budget, the Board desires to promote early retirements of classified staff in order to avoid layoffs of classified staff; and

**WHEREAS**, the Tipton Elementary School District wishes to make an early retirement program available to all classified members eligible for retirement; and

**WHEREAS**, the Tipton Elementary School District can demonstrate and certify to the Superintendent of Tulare County Office of Education that providing the early retirement option of granting two additional years of service credit at the time of retirement is viable and will result in a net savings to the District; and

**WHEREAS**, the Superintendent of the Tulare County Office of Education may certify to the Public Employees' Retirement Board that providing the early retirement option of granting two years additional service credit will result in a net savings to the District; and

**WHEREAS**, the District shall reimburse the Tulare County Office of Education for all costs to the Office that result from the certification; and

**WHEREAS**, the opportunity to be granted two years' service credit may be available to all classified members employed by the District who meet the requirements as set forth in the Government Code during the 2017-2018 school year.

**NOW, THEREFORE, BE IT RESOLVED** a classified employee of the District may retire from service at the end of the 2017-2018 school year under this Resolution, upon submitting a written request for acceptance of resignation for the purposes of retirement, and upon meeting the requirements for retirement and the early retirement option under the Government Code; and

**BE IT FURTHER RESOLVED** that the period during which eligible employees may retire under this program is designated as June 14, 2018 through September 11, 2018; and

**BE IF FURTHER RESOLVED** that the District will provide an early retirement option for the 2017-2018 school year only; and

**BE IT FURTHER RESOLVED** the District shall transfer to the California Public Employee's Retirement Fund the required amount for all eligible employees who retire pursuant to this Resolution, including administrative costs.

PASSED AND ADOPTED THIS 3rd day of May, by the Governing Board of the Tipton Elementary School District of Tulare County, California.

On motion by Member \_\_\_\_\_, seconded by Member, the following resolution is adopted.

STATE OF CALIFORNIA     )

COUNTY OF TULARE     )

I, \_\_\_\_\_, Clerk of the Governing Board, Tipton Elementary School District, County of Tulare do hereby certify the foregoing to be a full, true, and correct copy of a resolution adopted by the Board at a Board Meeting hereof held at its regular meeting place on 3rd of May 2018, which action is contained in the minutes of the meeting of said Board.

Clerk: \_\_\_\_\_ .

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

**4. ADMINISTRATIVE: Action items:**

**4.9** Updated Resource Teacher Job Description

# TIPTON ELEMENTARY SCHOOL DISTRICT

## RESOURCE TEACHER

### **Primary Function**

Responsible for executing the planning, implementation and evaluation of variety of school educational programs. Provide instructional leadership, support differentiation of instruction, classroom modeling, coaching and staff development. Performs other related duties as required and assigned.

### **Administrative Relationships**

1. Directly responsible to the building Principal

### **Duties and Responsibilities**

1. Assists Principal and staff in the total school needs assessment
2. Provide ongoing classroom support such as modeling lessons, coaching and conferencing with teacher.
3. Assists Principal and staff in the selection, procurement and dissemination/circulation of curriculum materials, supplies, and equipment
4. Provide resources to teachers in curriculum and instruction primarily related to subject matter specialty (Math and ELA).
5. Participates in curriculum and other developmental programs within the assigned school and/or on a district level
6. Coordinate and conduct an annual needs assessment to collect, organize and analyze student, staff and program data to be used in designing the supplementary services.
7. Coordinate and/or assist in all state mandated and local assessments.
8. Facilitate the development and revision of district formative and summative assessments.
9. Assist in the coordination and implementation of educational program or activities such as summer school, orientation, parent conferences, open house and back-to-school nights.
10. Collect, evaluates, and shares school and class level data to support class room instruction.
11. Provides intervention instruction for students who have been identified as having a need.

### **Qualifications**

#### Knowledge and Skills:

Knowledge of laws, policies, rules, and regulations pertaining to categorically funded programs.

Knowledge of organizational principles and practices.

Knowledge of current curriculum trends in the different academic areas.

Knowledge of categorical programs and the services that they provide for students.

Board Approval 02/04/2014

Ability to supervise and evaluate the work of subordinate personnel.

Ability to speak and write effectively.

Ability to establish and maintain effective relationships with staff, students, parents, and the public contacted in performance of duties.

Ability to develop and conduct appropriate inservices, workshops, and meetings.

### **Experience and Training Guidelines**

1. Valid California teaching credential issued by the California Commission on Teacher Credentialing and must meet certification under No Child Left Behind.
2. Three years of successful teaching experience.
3. Masters Degree or actively seeking enrollment in a Masters program and are enrolled within a year of hire date.

Revised 04/26/2018

Board Approval 02/04/2014

## **5. FINANCE: Action items:**

### **5.1 Vendor Payments**

Tulare County Office of Education

53 Tipton Elementary School District

4/25/2018

Board Meeting May 3, 2018

APY LIST

\*\* FINAL \*\*

Vendor No	Vendor Name	Reference Number	Payment Date	PO #	Invoice No	Account Code	Amount
14306	1000BULBS.COM	181223	3/21/2018 12:00:00 AM		5470202	010-00000-0-00000-85000-62000-0	\$14,750.52
13670	AERIES,INC - EAGLE SOFTWARE	181184	3/23/2018 12:00:00 AM		CONF-17397	010-62300-0-00000-10000-52000-0	\$525.00
13036	AMERICAN FIDELITY	181293	4/1/2018 12:00:00 AM		LTD APRIL 2018	010-00000-0-00000-00000-95024-0	\$386.47
12788	ARAMARK UNIFORM SERVICES INC	181229	4/5/2018 12:00:00 AM		601713508	010-00000-0-00000-81000-55000-0	\$215.35
12788	ARAMARK UNIFORM SERVICES INC	181158	3/22/2018 12:00:00 AM		601698770	010-00000-0-0000-81000-55000-0	\$243.79
12788	ARAMARK UNIFORM SERVICES INC	181159	3/15/2018 12:00:00 AM		601691456	010-00000-0-0000-81000-55000-0	\$233.53
14101	B&B PEST CONTROL SERVICE	181230	3/27/2018 12:00:00 AM		01-TIP-03-18	010-00000-0-00000-81000-58000-0	\$170.00
12360	CA Department of Tax and Fee	181282	4/9/2018 12:00:00 AM		57-415488	010-07230-0-00000-36000-58000-0	\$8.00
12548	CALIFORNIA TURF EQUIP. & SUPP.	181234	4/10/2018 12:00:00 AM		367896	010-81500-0-00000-81000-43000-0	\$214.16
14166	CDI	181186	3/6/2018 12:00:00 AM		640370	010-07200-0-11100-10000-43000-0	\$573.00
13619	CDW GOVERNMENT, INC.	181235	4/3/2018 12:00:00 AM		MGW5246	010-00000-0-00000-72000-43000-0	\$170.50
13619	CDW GOVERNMENT, INC.	181238	4/5/2018 12:00:00 AM		MHH7149	010-00000-0-00000-81000-43000-0	\$76.50
13619	CDW GOVERNMENT, INC.	181236	4/3/2018 12:00:00 AM		MGT2653	010-07200-0-11100-10000-43000-0	\$102.09
13619	CDW GOVERNMENT, INC.	181237	4/5/2018 12:00:00 AM		MHH7838	010-07200-0-11100-10000-43000-0	\$123.57
13619	CDW GOVERNMENT, INC.	181160	3/8/2018 12:00:00 AM		LZD7688	010-90336-0-11100-10000-43000-0	\$738.90
12938	CENTRAL VALLEY LOCK & SAFE	181224	3/29/2018 12:00:00 AM		52103	010-00000-0-0000-81000-43000-0	\$936.05
14245	CENTRAL VALLEY REFRIGERATION	181233	3/19/2018 12:00:00 AM		18148	010-00000-0-00000-81000-56000-0	\$140.00
13389	CLASSIC CHARTER	181185	3/15/2018 12:00:00 AM		ORDER# 133894	010-07200-0-11100-10000-58000-0	\$2,064.00
13389	CLASSIC CHARTER	181284	4/5/2018 12:00:00 AM		134174	010-60100-0-11100-10000-58000-0	\$2,368.00
12602	COLSON AUTO PARTS	181239	4/3/2018 12:00:00 AM		902035	010-07230-0-00000-36000-43000-0	\$5.46
12602	COLSON AUTO PARTS	181240	4/10/2018 12:00:00 AM		902824	010-07230-0-00000-36000-43000-0	\$50.06
13459	DELL MARKETING L.P	181162	3/15/2018 12:00:00 AM		10230217850	010-07200-0-00000-85000-65000-0	\$7,424.96
13219	DEPARTMENT OF JUSTICE	181281	4/4/2018 12:00:00 AM		294327	010-00000-0-00000-72000-58000-0	\$32.00
13920	DESIREE HEINKS	181192	3/21/2018 12:00:00 AM		MEAL REIMB.	010-07200-0-11100-10000-52000-0	\$23.80
13796	E M THARP, INC.	181164	3/20/2018 12:00:00 AM		P843923	010-07230-0-00000-36000-43000-0	\$387.63
14317	ENTERSPECT MEDICAL SOLUTIONS	181163	3/15/2018 12:00:00 AM		37622	010-30100-0-11000-21300-52000-0	\$114.30
13831	F & M BANK VISA- HERNANDEZ CASBO CONF. EXPENSES	181244	4/12/2018 12:00:00 AM		7877 HERNANDEZ	010-00000-0-00000-72000-52000-0	\$16.24
13831	F & M BANK VISA- CC FEES	181244	4/12/2018 12:00:00 AM		7877 HERNANDEZ	010-00000-0-00000-72000-58000-0	\$25.00
13831	F & M BANK VISA- CC FEES	181247	4/12/2018 12:00:00 AM		7893 MARTIN	010-00000-0-00000-72000-58000-0	\$25.00
13831	F & M BANK VISA- HARBOR FRIEGHT, WATER PUMP RENT	181243	4/12/2018 12:00:00 AM		7893 MARTIN	010-00000-0-00000-81000-43000-0	\$203.93



13831 F & M BANK VISA- CC FEES	181243	4/12/2018 12:00:00 AM	7855 BETTENCOURT	010-00000-0-00000-72000-58000-0	7855 BETTENCOURT	\$25.00
13831 F & M BANK VISA- MILLER-A FOLK INN, AERIES CONF	181247	4/12/2018 12:00:00 AM	7855 BETTENCOURT	010-00000-0-11100-10000-52000-0	7855 BETTENCOURT	\$294.00
13499 FRESNO COUNTY OFFICE OF ED.	181165	3/5/2018 12:00:00 AM	181660	010-00000-0-00000-72000-43000-0	181660	\$250.00
13957 INFINITY COMM. & CONSUL., INC.	181248	4/2/2018 12:00:00 AM	7671	010-00000-0-00000-71000-58000-0	7671	\$4,800.00
13957 INFINITY COMM. & CONSUL., INC.	181249	4/2/2018 12:00:00 AM	7671	010-90100-0-00000-82000-58000-0	7671	\$1,700.00
14244 J & E DIESEL	181193	3/26/2018 12:00:00 AM	INV0266	010-07230-0-00000-36000-58000-0	INV0266	\$300.00
14199 LEECIA ROCHA	181228	3/23/2018 12:00:00 AM	MILEAGE & MEAL REIMB.	010-30100-0-11100-10000-52000-0	MILEAGE & MEAL REIMB.	\$271.04
13961 LOWE'S	181289	3/6/2018 12:00:00 AM	902654	010-00000-0-00000-81000-43000-0	902654	\$44.74
13961 LOWE'S	181290	3/12/2018 12:00:00 AM	901575	010-00000-0-00000-81000-43000-0	901575	\$69.17
13961 LOWE'S	181291	3/26/2018 12:00:00 AM	908823	010-00000-0-00000-81000-43000-0	908823	\$31.57
13961 LOWE'S	181292	3/28/2018 12:00:00 AM	908342	010-00000-0-00000-81000-43000-0	908342	\$209.60
13961 LOWE'S	181294	3/26/2018 12:00:00 AM	908823	010-00000-0-00000-81000-43000-0	908823	\$137.74
14286 LRP PUBLICATIONS	181194	3/1/2018 12:00:00 AM	MU2236236	010-00000-0-00000-72000-43000-0	MU2236236	\$314.50
13882 MOBILE MODULAR MGT. CORP.	181195	3/25/2018 12:00:00 AM	1595353	010-00000-0-00000-81000-56000-0	1595353	\$509.00
13882 MOBILE MODULAR MGT. CORP.	181196	3/25/2018 12:00:00 AM	1595549	010-00000-0-00000-81000-56000-0	1595549	\$509.00
13882 MOBILE MODULAR MGT. CORP.	181197	3/25/2018 12:00:00 AM	1595353	010-00000-0-00000-81000-56000-0	1595353	\$509.00
14103 MUNOZ, JACOB	181198	3/21/2018 12:00:00 AM	MILEAGE & MEAL REIMB.	010-30100-0-11100-10000-52000-0	MILEAGE & MEAL REIMB.	\$233.69
12836 OFFICE DEPOT, INC.	181168	3/5/2018 12:00:00 AM	MULT INV	010-00000-0-00000-72000-43000-0	MULT INV	\$226.40
12836 OFFICE DEPOT, INC.	181227	3/16/2018 12:00:00 AM	MULTI INV	010-00000-0-00000-72000-43000-0	MULTI INV	\$86.00
12837 OFFICE DEPOT, INC.	181202	3/19/2018 12:00:00 AM	MULTI INV	010-00000-0-00000-81000-43000-0	MULTI INV	\$147.32
12836 OFFICE DEPOT, INC.	181183	3/1/2018 12:00:00 AM	MULT INV	010-11000-0-11100-10000-43000-0	MULT INV	\$30.49
12838 OFFICE DEPOT, INC.	181226	2/27/2018 12:00:00 AM	MULTI INV	010-11000-0-11100-10000-43000-0	MULTI INV	\$364.40
12836 OFFICE DEPOT, INC.	181201	2/28/2018 12:00:00 AM	MULTI INV	010-60100-0-11100-10000-43000-0	MULTI INV	\$159.47
12836 OFFICE DEPOT, INC.	181169	2/2/2018 12:00:00 AM	MULT INV	010-90336-0-11100-10000-43000-0	MULT INV	\$97.79
13562 ORIENTAL TRADING CO.	181200	3/12/2018 12:00:00 AM	688898958-01	010-60100-0-11100-10000-43000-0	688898958-01	\$427.88
14273 PITNEY BOWES INC	181173	3/11/2018 12:00:00 AM	1006763880	010-00000-00-00000-59000-0	1006763880	\$88.80
14179 PURCHASE POWER	181174	2/13/2018 12:00:00 AM	8000-9090-0896-7114	010-00000-00-00000-72000-59000-0	8000-9090-0896-7114	\$368.54
14179 PURCHASE POWER	181175	3/23/2018 12:00:00 AM	8000-9090-0896-7114	010-00000-0-00000-72000-59000-0	8000-9090-0896-7114	\$46.43
13969 SCHOOL SERVICES OF CALIF., INC	181206	3/22/2018 12:00:00 AM	W099062-IN	010-00000-0-00000-00000-95024-0	W099062-IN	\$215.00
14111 STSC	181210	4/1/2018 12:00:00 AM	RETIRED HW APR 2018	010-00000-0-00000-00000-95028-0	RETIRED HW APR 2018	\$4,612.20
14111 STSC	181208	4/1/2018 12:00:00 AM	ACTIVE HW APRIL 2018	010-00000-0-00000-71000-34020-0	ACTIVE HW APRIL 2018	\$62,109.92
14111 STSC	181209	4/1/2018 12:00:00 AM	BOARD MEMBERS HW AF	010-00000-0-00000-72000-52000-0	BOARD MEMBERS HW AF	\$6,927.40
13306 SMALL SCHOOL DISTRICTS' ASSOC.	181205	3/22/2018 12:00:00 AM	1-00920	010-00000-0-00000-71000-53000-0	1-00920	\$1,000.00
5383 SOUTHERN CALIF. EDISON CO	181207	3/22/2018 12:00:00 AM	2-01-784-2345	010-99900-0-00000-81000-55000-0	2-01-784-2345	\$2,736.03
13902 SOUTHWEST SCH. & OFFICE SUPPLY	181182	1/27/2018 12:00:00 AM	PINV0375319	010-00000-0-11100-10000-43000-0	PINV0375319	\$523.49
14197 Stanton Office Machine Company	181288	3/26/2018 12:00:00 AM	60193	010-00000-0-00000-72000-43000-0	60193	\$527.97

14197 Stanton Office Machine Company	3/26/2018 12:00:00 AM	60192	010-00000-0-11100-10000-43000-0	\$93.40
14197 Stanton Office Machine Company	3/26/2018 12:00:00 AM	60191	010-00000-0-11100-10000-43000-0	\$162.66
14197 Stanton Office Machine Company	3/26/2018 12:00:00 AM	60190	010-00000-0-11100-10000-43000-0	\$306.56
14198 Stanton Office Machine Company	3/15/2018 12:00:00 AM	59101	010-00000-0-11100-10000-43000-0	\$19.61
13267 Supplyworks	3/26/2018 12:00:00 AM	433807179	010-00000-0-00000-81000-43000-0	\$20.68
13267 Supplyworks	3/27/2018 12:00:00 AM	433824562	010-00000-0-00000-81000-43000-0	\$353.71
13267 Supplyworks	3/23/2018 12:00:00 AM	433651361	010-00000-0-00000-81000-43000-0	\$25.18
13267 Supplyworks	3/20/2018 12:00:00 AM	433008802	010-00000-0-00000-81000-43000-0	\$331.08
13267 Supplyworks	3/20/2018 12:00:00 AM	433008810	010-00000-0-00000-81000-43000-0	\$179.01
13267 Supplyworks	4/3/2018 12:00:00 AM	434593224	010-00000-0-00000-81000-43000-0	\$56.48
13267 Supplyworks	4/3/2018 12:00:00 AM	434593232	010-00000-0-00000-81000-43000-0	\$70.60
13267 Supplyworks	4/3/2018 12:00:00 AM	434593240	010-00000-0-00000-81000-43000-0	\$283.78
13267 Supplyworks	2/20/2018 12:00:00 AM	429707771	010-00000-0-00000-81000-43000-0	\$396.67
13267 SUPPLYWORKS	3/14/2018 12:00:00 AM	432501351	010-00000-0-0000-810000-43000-0	\$42.87
13267 SUPPLYWORKS	3/16/2018 12:00:00 AM	432825040	010-00000-0-0000-810000-43000-0	\$56.48
13267 SUPPLYWORKS	3/13/2018 12:00:00 AM	432184869	010-00000-0-0000-810000-43000-0	\$633.66
13267 SUPPLYWORKS	3/13/2018 12:00:00 AM	432330462	010-00000-0-0000-810000-43000-0	\$12.25
5388 THE GAS COMPANY	3/20/2018 12:00:00 AM	108-416-9100-8	010-00000-0-00000-81000-55000-0	\$1,935.97
12264 TIPTON AUTO PARTS	2/26/2018 12:00:00 AM	7273	010-00000-0-00000-81000-43000-0	\$23.88
12264 TIPTON AUTO PARTS	2/27/2018 12:00:00 AM	7357	010-00000-0-00000-81000-43000-0	\$4.50
12264 TIPTON AUTO PARTS	2/28/2018 12:00:00 AM	7370	010-00000-0-00000-81000-43000-0	\$17.22
12264 TIPTON AUTO PARTS	3/5/2018 12:00:00 AM	7573	010-00000-0-00000-81000-43000-0	\$4.30
12264 TIPTON AUTO PARTS	3/6/2018 12:00:00 AM	7592	010-00000-0-00000-81000-43000-0	\$26.66
12264 TIPTON AUTO PARTS	3/6/2018 12:00:00 AM	7613	010-00000-0-00000-81000-43000-0	\$7.87
12264 TIPTON AUTO PARTS	3/6/2018 12:00:00 AM	7642	010-00000-0-00000-81000-43000-0	\$27.00
12264 TIPTON AUTO PARTS	3/8/2018 12:00:00 AM	7766	010-00000-0-00000-81000-43000-0	\$36.61
12264 TIPTON AUTO PARTS	3/8/2018 12:00:00 AM	7769	010-00000-0-00000-81000-43000-0	\$8.61
12264 TIPTON AUTO PARTS	3/9/2018 12:00:00 AM	7827	010-00000-0-00000-81000-43000-0	\$1.08
12264 TIPTON AUTO PARTS	3/14/2018 12:00:00 AM	7991	010-00000-0-00000-81000-43000-0	\$73.80
12264 TIPTON AUTO PARTS	3/16/2018 12:00:00 AM	8116	010-00000-0-00000-81000-43000-0	\$10.76
12264 TIPTON AUTO PARTS	3/19/2018 12:00:00 AM	8214	010-00000-0-00000-81000-43000-0	\$1.79
12264 TIPTON AUTO PARTS	3/23/2018 12:00:00 AM	8404	010-00000-0-00000-81000-43000-0	\$64.42
5760 TIPTON COMMUNITY SERVICES DEST	3/31/2018 12:00:00 AM	10040002	010-00000-0-00000-81000-55000-0	\$597.80
13677 TIPTON ELEMENTAR SCHOOL DIST.	3/27/2018 12:00:00 AM	ASB ACCOUNT	010-07200-0-11100-10000-58000-0	\$4,500.00
13605 TULARE CO. OFFICE OF EDUCATION	3/19/2018 12:00:00 AM	181763	010-30100-0-11100-10000-52000-0	\$200.00
13605 TULARE CO. OFFICE OF EDUCATION	3/19/2018 12:00:00 AM	181767	010-62640-0-11100-10000-58000-0	\$400.00

13463	TULARE COUNTY OFFICE OF EDUCAT	181217	3/21/2018	12:00:00 AM	181793	010-30100-0-11100-21300-52000-0	\$450.00
12324	TULE TRASH COMPANY	181218	4/1/2018	12:00:00 AM	84126635	010-00000-0-00000-81000-55000-0	\$1,006.80
14271	US POSTAL SERVICE	181220	3/8/2001	12:00:00 AM	PO BOX 787	010-00000-0-00000-72000-55000-0	\$208.00
13496	VALLEY PACIFIC PET. SERV., INC	181279	3/29/2018	12:00:00 AM	INV-565784	010-07230-0-00000-36000-43000-0	\$1,592.97
13333	VERIZON WIRELESS	180068	3/19/2018	12:00:00 AM	9803843666	010-00000-0-00000-81000-59000-0	\$557.55

**General Fund Total Expenditures** \$1,138,053.66

14101	B&B PEST CONTROL SERVICE	181231	3/27/2018	12:00:00 AM	01-TIP-03-18	130-53100-0-00000-37000-58000-0	\$40.00
13831	F & M BANK VISA	181244	4/12/2018	12:00:00 AM	4.33081E+15	130-53100-0-00000-37000-43000-0	\$140.00
14246	FRESNO PRODUCE INC	181241	4/9/2018	12:00:00 AM	886602	130-53100-0-00000-37000-47000-0	\$387.43
14246	FRESNO PRODUCE INC	181242	4/3/2018	12:00:00 AM	886094	130-53100-0-00000-37000-47000-0	\$505.71
14246	FRESNO PRODUCE INC	181187	3/13/2018	12:00:00 AM	885049	130-53100-0-00000-37000-47000-0	\$212.44
12921	GOLD STAR FOODS INC.	181245	4/5/2018	12:00:00 AM	2373065	130-53100-0-00000-37000-47000-0	\$10.00
12921	GOLD STAR FOODS INC.	181246	4/5/2018	12:00:00 AM	2370131	130-53100-0-00000-37000-47000-0	\$1,588.13
12921	GOLD STAR FOODS INC.	181166	3/15/2018	12:00:00 AM	2337088	130-53100-0-00000-37000-47000-0	\$1,419.25
12921	GOLD STAR FOODS INC.	181167	3/16/2018	12:00:00 AM	2355093	130-53100-0-00000-37000-47000-0	\$40.00
12921	GOLD STAR FOODS INC.	181191	3/30/2018	12:00:00 AM	2369862	130-53100-0-00000-37000-47000-0	\$30.40
12921	GOLD STAR FOODS INC.	181189	3/30/2018	12:00:00 AM	2369321	130-53100-0-00000-37000-47000-0	\$19.20
12921	GOLD STAR FOODS INC.	181190	3/30/2018	12:00:00 AM	2369630	130-53100-0-00000-37000-47000-0	\$81.60
14287	P & R SUPPLY COMPANT, INC.	181172	3/19/2018	12:00:00 AM	10514885-00	130-53100-0-00000-37000-43000-0	\$1,779.79
13191	PRODUCERS DAIRY FOODS	181170	3/17/2018	12:00:00 AM	21020950	130-53100-0-00000-37000-43000-0	\$923.90
13191	PRODUCERS DAIRY FOODS	181250	4/7/2018	12:00:00 AM	21028862	130-53100-0-00000-37000-47000-0	\$543.95
13191	PRODUCERS DAIRY FOODS	181280	3/10/2018	12:00:00 AM	21018331	130-53100-0-00000-37000-47000-0	\$897.49
13191	PRODUCERS DAIRY FOODS	181203	3/24/2018	12:00:00 AM	21023582	130-53100-0-00000-37000-47000-0	\$1,131.36
13191	PRODUCERS DAIRY FOODS	181204	3/31/2018	12:00:00 AM	21026206	130-53100-0-00000-37000-47000-0	\$312.24
13130	SYSCO FOOD SERVICES	181262	2/7/2018	12:00:00 AM	184477305	130-53100-0-00000-37000-44000-0	\$16,566.32
13130	SYSCO FOOD SERVICES	181260	4/10/2018	12:00:00 AM	184546031	130-53100-0-00000-37000-47000-0	\$3,249.57
13130	SYSCO FOOD SERVICES	181261	3/13/2018	12:00:00 AM	184514933	130-53100-0-00000-37000-47000-0	\$1,031.11
13130	SYSCO FOODS SERVICES	181177	3/20/2018	12:00:00 AM	184522700	130-53100-0-00000-37000-47000-0	\$2,068.61
13563	TULARE COUNTY ENVIR. HEALTH	181214	3/2/2018	12:00:00 AM	IN0170188	130-53100-0-00000-37000-58000-0	\$358.00
12324	TULE TRASH COMPANY	181219	4/1/2018	12:00:00 AM	84126636	130-53100-0-00000-81000-59000-0	\$717.00
13412	US SOAP WEST, LLC	181221	3/19/2018	12:00:00 AM	15543	130-53100-0-00000-37000-58000-0	\$193.41
12650	VALLEY FOOD SERVICE	181277	4/9/2018	12:00:00 AM	349469	130-53100-0-00000-37000-47000-0	\$625.83
12650	VALLEY FOOD SERVICE	181278	4/12/2018	12:00:00 AM	349469	130-53100-0-00000-37000-47000-0	\$617.53

<b>Cafeteria Fund Total Expenditures</b> \$35,490.27							
13619	CDW GOVERNMENT, INC.	181161	3/14/2018	12:00:00 AM	MBP9825	350-77110-0-00000-85000-62000-0	\$3,766.13
13847	CTL-SEE'S, INC.	181232	3/28/2018	12:00:00 AM	14914	350-77110-0-00000-85000-62000-0	\$4,061.25

13607 MANGINI ASSOCIATES, INC.	181283	3/31/2018 12:00:00 AM	9211	210-99900-0-00000-85000-62000-2	\$5,138.59
14266 ORAL E. MICHAM INC	181200	3/28/2018 12:00:00 AM	PAYMENT LEASE #16	350-77110-0-00000-85000-62000-0	\$228,582.04
13883 THOMAS ARTHUR HIRST	181212	3/31/2018 12:00:00 AM	16	350-77110-0-00000-85000-62000-0	\$3,650.00
<b>Building Fund Total Expenditures</b>					<b>\$245,198.01</b>

**TOTAL ACCOUNTS PAYABLE**

**\$418,741.94**

## **5. FINANCE: Action items:**

### **5.2 Budget Revisions**

## Budget Revision Report

Bdg Revision Final

Control Number: 42556191

Account Classification	Approved / Revised	Change Amount	Proposed Budget
<b>Fund: 0100 General Fund Expenditures</b>			
010-90100-0-00000-82000-58000-0	\$0.00	\$15,000.00	\$15,000.00
<b>Services, Other Operating Expenses</b>	\$0.00	\$15,000.00	\$15,000.00
010-90100-0-00000-72100-73100-0	\$98.90	\$1,074.02	\$1,172.92
<b>Direct Support/Indirect Costs</b>	\$98.90	\$1,074.02	\$1,172.92
<b>Total Expenditures</b>	\$98.90	\$16,074.02	\$16,172.92
<b>Other Financing Sources/Uses</b>			
010-90100-0-00000-00000-89800-0	\$27,569.90	\$16,074.02	\$43,643.92
<b>Contributions</b>	\$27,569.90	\$16,074.02	\$43,643.92
<b>Budgeted Unappropriated Fund Balance before this adjustment:</b>		<b>\$2,314,796.58</b>	
<b>Total Adjustment to Unappropriated Fund Balance:</b>		<b>\$0.00</b>	
<b>Budgeted Unappropriated Fund Balance after this adjustment:</b>		<b>\$2,314,796.58</b>	

# Budget Revision Report

Bdg Revision Final

Control Number: 42556191

Fund:	2100 Building Fund	Account Classification	Approved / Revised	Change Amount	Proposed Budget
Revenues		210-99900-0-00000-00000-86990-0	\$0.00	\$680.00	\$680.00
Other Local Revenues			\$0.00	\$680.00	\$680.00
Total Revenues			\$0.00	\$680.00	\$680.00
Expenditures					
Services, Other Operating Expenses		210-99900-0-00000-91000-58000-0	\$0.00	\$105,057.87	\$105,057.87
			\$0.00	\$105,057.87	\$105,057.87
Capital Outlay		210-99900-0-00000-85000-62000-0	\$353,783.96	\$3,186.04	\$356,970.00
		210-99900-0-00000-85000-62000-2	\$0.00	\$507,122.06	\$507,122.06
Total Expenditures			\$353,783.96	\$510,308.10	\$864,092.06
Other Financing Sources/Uses			\$353,783.96	\$615,365.97	\$969,149.93
Sources		210-99900-0-00000-00000-89510-0	\$0.00	\$1,178,800.00	\$1,178,800.00
			\$0.00	\$1,178,800.00	\$1,178,800.00
Budgeted Unappropriated Fund Balance before this adjustment:				<b>\$290.76</b>	
Total Adjusted to Unappropriated Fund Balance:				<b>\$564,114.03</b>	
Budgeted Unappropriated Fund Balance after this adjustment:				<b>\$564,404.79</b>	

# Budget Revision Report

Bdg Revision Final

Control Number: 42556191

Fund:	Account Classification	Approved / Revised	Change Amount	Proposed Budget
5100	Bond Interest & Redemption Fund - #1			
	510-99610-0-00000-00000-86110-0	\$100,650.00	(\$50,325.00)	\$50,325.00
	<b>Other Local Revenues</b>	\$100,650.00	(\$50,325.00)	\$50,325.00
	<b>Total Revenues</b>	\$100,650.00	(\$50,325.00)	\$50,325.00
	<b>Expenditures</b>			
	510-99610-0-00000-91000-74340-0	\$100,650.00	(\$50,325.00)	\$50,325.00
	<b>Other Outgo</b>	\$100,650.00	(\$50,325.00)	\$50,325.00
	<b>Total Expenditures</b>	\$100,650.00	(\$50,325.00)	\$50,325.00
	<b>Budgeted Unappropriated Fund Balance before this adjustment:</b>		<b>\$142,638.86</b>	
	<b>Total Adjustment to Unappropriated Fund Balance:</b>		<b>\$0.00</b>	
	<b>Budgeted Unappropriated Fund Balance after this adjustment:</b>		<b>\$142,638.86</b>	



# Budget Revision Report

Bdg Revision Final

Control Number: 42556191

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 \_\_\_\_\_

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

**6.2** Phase 2 and 3

Update Progress Meeting #5

Update Progress Meeting #6

**PROGRESS MEETING NO. 5**

Issue Date: April 4, 2018

**PROJECT:** Tipton Elementary Multi-Use Phase 2/3  
**LOCATION:** Project Site  
**OWNER:** Tipton Elementary School District  
**CONTRACTOR:** Bush Engineering

**MEETING DATE:** April 4, 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)

Fausto Martin (FM)

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:**

- Final grading at the hardcourts is complete.
- Storm drain work is complete.
- Curb and gutter installation will begin tomorrow.
- Irrigation sleeves are being started today.
- Fencing will begin next week.

**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:** Refer to attached log.

**D. Requests for Information:**

- RFI's:** Refer to attached log.

**E. Changes:**

- Bulletins:** Refer to attached log.

**F. Testing and Inspections:**

- Testing in Progress:** Continuous soils control testing and inspection.
- Nonconforming Work or Materials:** None.

**G. DSA Inspection:**

- Trip Visit:** Kurt Katsumata: 3.1.18, week of 3.25.18.
- Corrections Needed:** None.
- Inspection Card Updates:** None.

**H. Progress Payments:**

- Percentage of Completion:** 25%

**I. Discussion Items:**

Item No.	Action By	Description
<del>1-1</del>		<del>Search the West side of work area for phase 1 storm drain. It appears that there is a small amount of storm drain that needs to be completed by Micham/American once the phase 2 demolition is complete. 3.14.18 — This work has all been completed.</del>
<del>1-2</del>	<del>FM</del>	<del>The school district will cut and cap the irrigation at the new hard court location. They will also need to re-route their irrigation at the South East corner of the project. 3.7.18 — The district has capped the hard court side irrigation but not the parking lot area. 3.14.18 — SJ mentioned that he believes there are still some irrigation lines at the hardcourt that need to be capped. LS will contact Fausto to investigate/comment.</del>
5-1	RM	<i>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.</i>

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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.

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**MANGINI ASSOCIATES INC.**

By: Ryan Morrelli Title: Architect

Attachments: Submittal log, RFI log, Bulletin log

Copies to: Attendees

## Submittal Report - All

Project: Basketball Courts, Parking Loft and Off-Site Improvements at Tipton Elementary Scho

Prepared On: 4/4/2018 12:00:00 AM

ID	Spec Section	Subject	Status	Received	Last Action	Response Date
SOV	01 2910	Schedule of Values	Closed	2/28/2018 8:00:00 AM	Responded and Closed - Reviewed	2/28/2018 8:00:00 AM
SCH	01 3220	Project Schedule	Closed	2/21/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/21/2018 8:00:00 AM
9	03 3000	Concrete Mix Designs	Closed	2/22/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/26/2018 8:00:00 AM
7	03 3000	Underground Concrete Mix Design	Closed	2/16/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/21/2018 8:00:00 AM
10	11 6820	Exterior Court Athletic Equipment	Closed	3/2/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	3/5/2018 8:00:00 AM
2	26 6000	Light Fixtures	Closed	2/8/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/8/2018 8:00:00 AM
4	32 1210	Aggregate Base	Closed	2/14/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/14/2018 8:00:00 AM
3	32 1210	Asphaltic Paving	Closed	2/8/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/12/2018 8:00:00 AM
1	32 1720	Pavement Markings and Signs	Closed	2/8/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/8/2018 8:00:00 AM
6	32 3115	Chain Link Fences and Gates	Closed	2/16/2018 8:00:00 AM	Responded and Closed - Make Corrections Noted	2/20/2018 8:00:00 AM
12	32 3125	Color Chart for Decorative Metal Fencing and Gates	Closed	3/6/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	3/14/2018 7:00:00 AM
11	32 3125	Decorative Metal Fencing and Gates	Closed	3/5/2018 8:00:00 AM	Responded and Closed - Make Corrections Noted	3/5/2018 8:00:00 AM
8	33 4000	Catch Basin	Closed	2/21/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/22/2018 8:00:00 AM
5	33 4000	Storm Drain	Closed	2/16/2018 8:00:00 AM	Responded and Closed - Make Corrections Noted	2/21/2018 8:00:00 AM

## Request for Information Report - All

Project: Basketball Courts, Parking Loft and Off-Site Improvements at Tipton Elementary School

Prepared On: 4/4/2018 12:00:00 AM

ID	Subject	Status	Received	Last Action	Response Date
9	Relocate existing light fixture at corner of Smith and Woods	Open	3/20/2018 7:00:00 AM	Forwarded - To Answer	
13	Basketball Court Expansion Joints	Closed	3/28/2018 7:00:00 AM	Responded and Closed - Answered	3/28/2018 7:00:00 AM
12	Basketball Court Mow Strip Thickness	Closed	3/28/2018 7:00:00 AM	Responded and Closed - Answered	3/28/2018 7:00:00 AM
11	Man gate hardware	Closed	3/27/2018 7:00:00 AM	Responded and Closed - Answered	3/27/2018 7:00:00 AM
10	Block out concrete at sport equipment	Closed	3/21/2018 7:00:00 AM	Responded and Closed - Answered	3/21/2018 7:00:00 AM
8	Ornamental Fencing Questions	Closed	3/5/2018 8:00:00 AM	Responded and Closed - Answered	3/5/2018 8:00:00 AM
7	Existing storm drain piping location	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/5/2018 8:00:00 AM
6	Subgrade requirements for hard courts	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/1/2018 8:00:00 AM
5a	Electrical conduit conflict with basketball goal footings / volleyball sleeves	Closed	3/2/2018 8:00:00 AM	Responded and Closed - Answered	3/7/2018 8:00:00 AM
5	Electrical conduit conflict with basketball goal footings	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/1/2018 8:00:00 AM
4	Existing 2" water line near through new hardcourts	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/7/2018 8:00:00 AM
3	Phase 2 & 3 Survey Elevation Difference	Closed	2/27/2018 8:00:00 AM	Responded and Closed - Answered	2/28/2018 8:00:00 AM
2	Fencing demolition	Closed	2/21/2018 8:00:00 AM	Responded and Closed - Answered	2/21/2018 8:00:00 AM
1	Ornamental fence style	Closed	2/20/2018 8:00:00 AM	Responded and Closed - Answered	2/20/2018 8:00:00 AM

# 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 <b>Reason:</b> Field Conditions / Design Revision	1	3.9.18	(\$5,480.84)	0	<b>(\$5,480.84)</b>	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 <b>Reason:</b> Unforeseen Condition	2	3.26.18	\$3,939.22	0	<b>\$3,939.22</b>	0	Owner approved 3.28.18.	1		
<b>Total Accepted Cost Impact</b> →										\$	(1,541.62)	0	← <b>Total Accepted Time Impact</b>	

**PROGRESS MEETING NO. 6**

Issue Date: April xx, 2018

**PROJECT:** Tipton Elementary Multi-Use Phase 2/3  
**LOCATION:** Project Site  
**OWNER:** Tipton Elementary School District  
**CONTRACTOR:** Bush Engineering

**MEETING DATE:** April 18, 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. Curb and gutter in the parking lot is complete.
2. Working on finish grading sub-grade in the parking lot area. Will begin base installation tomorrow.
3. Installed the first section of concrete at the hardcourts and the drive between the hardcourt and service yard today.
4. Began off-site construction work.

**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:** Refer to attached log.

**D. Requests for Information:**

1. **RFI's:** Refer to attached log.



**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	<p>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.</p> <p><b>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.</b></p>

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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.

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**MANGINI ASSOCIATES INC.**

By: Ryan Morrelli Title: Architect

Attachments: Submittal log, RFI log, Bulletin log

Copies to: Attendees

## Request for Information Report - All

Project: Basketball Courts, Parking Loft and Off-Site Improvements at Tipton Elementary School

Prepared On: 4/18/2018 12:00:00 AM

ID	Subject	Status	Received	Last Action	Response Date
9	Relocate existing light fixture at corner of Smith and Woods	Open	3/20/2018 7:00:00 AM	Forwarded - To Answer	
15	Concrete thickness at drive to hardcourts	Closed	4/6/2018 7:00:00 AM	Responded and Closed - Answered	4/9/2018 7:00:00 AM
14	Truncated dome placement	Closed	4/5/2018 7:00:00 AM	Responded and Closed - Answered	4/5/2018 7:00:00 AM
13	Basketball Court Expansion Joints	Closed	3/28/2018 7:00:00 AM	Responded and Closed - Answered	3/28/2018 7:00:00 AM
12	Basketball Court Mow Strip Thickness	Closed	3/28/2018 7:00:00 AM	Responded and Closed - Answered	3/28/2018 7:00:00 AM
11	Man gate hardware	Closed	3/27/2018 7:00:00 AM	Responded and Closed - Answered	3/27/2018 7:00:00 AM
10	Block out concrete at sport equipment	Closed	3/21/2018 7:00:00 AM	Responded and Closed - Answered	3/21/2018 7:00:00 AM
8	Ornamental Fencing Questions	Closed	3/5/2018 8:00:00 AM	Responded and Closed - Answered	3/5/2018 8:00:00 AM
7	Existing storm drain piping location	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/5/2018 8:00:00 AM
6	Subgrade requirements for hard courts	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/1/2018 8:00:00 AM
5a	Electrical conduit conflict with basketball goal footings / volleyball sleeves	Closed	3/2/2018 8:00:00 AM	Responded and Closed - Answered	3/7/2018 8:00:00 AM
5	Electrical conduit conflict with basketball goal footings	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/1/2018 8:00:00 AM
4	Existing 2" water line near through new hardcourts	Closed	3/1/2018 8:00:00 AM	Responded and Closed - Answered	3/7/2018 8:00:00 AM
3	Phase 2 & 3 Survey Elevation Difference	Closed	2/27/2018 8:00:00 AM	Responded and Closed - Answered	2/28/2018 8:00:00 AM
2	Fencing demolition	Closed	2/21/2018 8:00:00 AM	Responded and Closed - Answered	2/21/2018 8:00:00 AM
1	Ornamental fence style	Closed	2/20/2018 8:00:00 AM	Responded and Closed - Answered	2/20/2018 8:00:00 AM

