

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

Tuesday, May 7, 2019  
7:00 p.m. District Conference Room

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

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

**2. Public Input:**

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

**2.1** Community Relations/Citizen Comments

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

**2.3** Correspondence - Review of Second Period Interim Report, 2018-2019

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

**3.1** Minutes of the Regular Board Meeting – April 2, 2019

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

**3.3** Agency Agreement with TCOE for Shared Business Services for the 2019-2020 School Year

**3.4** Agency Agreement with TCOE for Library Media Services for the 2019-2020 School Year

**3.5** Surplus Library Books

**3.6** Surplus Text Books

**4. ADMINISTRATIVE: Action items:**

**4.1** Hearing and Public Comment Regarding the District's and California School Employee Association's Initial Proposals Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year

**4.2** Adoption of District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year

**4.3** Acknowledgement/Acceptance of the California School Employee Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year

**4.4** English Learner Reclassification Criteria

**4.5** LEA Medi-Cal Direct Billing Program OptiService Contract

**4.6** Professional Service Agreement with SchoolWorks, Inc. for Developer Fee Study

- 4.7 Professional Services Agreement Funding and Eligibility under State School Facility Program (SFP) with SchoolWorks, Inc.
- 4.8 Athletic Director 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
  - 6.2 Preconstruction Meeting Notes with Quality Landscape
7. **Any Other Business-**
  - 7.1 Quarterly Board Policy Updates March 2019
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 Education Code section 35146  
Student transfers, inter District request, etc.
  - 8.2 Government Code Section 54957.6  
Conference with Labor Negotiators  
Agency designated representatives: Jacob Munoz and Stacey Bettencourt  
Employee Organization: CTA
  - 8.3 Government Code Section 54957.6  
Conference with labor negotiators  
Agency designated representatives: Jacob Munoz and Stacey Bettencourt  
Employee Organization: CSEA
  - 8.4 Government Code Section 54957.6  
Conference with labor negotiator  
Name of negotiator: Board President  
Underrepresented employee: Superintendent
  - 8.5 Government Code Section 54957  
Public Employee Appointment/Employment  
Title: Principal for 2019-2020
  - 8.6 Government Code section 54957 Public Employee Discipline/Dismissal/Release
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, May 2, 2019**

## **2. Public Input:**

### **2.3 Correspondence - Review of Second Period Interim Report, 2018-2019**



# Tulare County Office of Education

*Committed to Students, Support & Service*

**Tim A. Hire**  
County  
Superintendent  
of Schools

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Visalia, California  
93278-5091

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**Administration**  
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**Instructional Services**  
(559) 302-3633  
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, 2019

Ms. Stacey Bettencourt, Superintendent  
Tipton School District  
PO Box 787  
Tipton, CA 93272

SUBJECT: REVIEW OF SECOND PERIOD INTERIM REPORT, 2018-19

Dear Stacey:

The county office has reviewed the 2018-19 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, 2019.

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 2018-19 Second Period Interim Report and the comments included here are based on the Governor's January 2019 budget proposal for 2019-20. The Governor's State Budget Proposal provides funding for a cost of living adjustment (COLA) to address expenditure growth. The budget also proposes strategic investments to address rising pension contributions, expand Special Education services and support, initiate a first step towards universal preschool, and provide greater access to K-12 facilities funding. The proposals include:

- 2 billion in Prop. 98 funding dedicated to the statutory COLA of 3.46%;
- 3 billion non-Prop 98 funds toward debt payments to address increasing CalSTRS pension costs;
- \$576 million ( of which \$186 million is one-time) to support expanded Special Education services at LEAs with high percentages of both students with disabilities and unduplicated students;
- \$125 million non-Prop 98 funding to expand State Preschool, with a plan to serve all low-income four-year olds by 2021-22;
- \$750 million one-time non-Prop 98 funds to construct new school facilities or retrofit existing school facilities to provide full-day Kindergarten classrooms;
- 1.5 billion in state bonds to allow agencies greater access to funds for facilities projects;

Although these proposals provide more revenue and lessen the impact of expenditure increases for schools in their multiyear forecasts; 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 Governor's proposed programs funded by non-Prop 98 dollars (Preschool, Full Day Kindergarten, STRS relief) still need to be enacted.
- Full funding of the LCFF is limited to COLA alone at 3.46% (which is not final and will be revised in May), and districts may feel the impact of no longer receiving increased funding for LCFF gap closure.
- Full funding of the LCFF also requires districts to maintain a 24:1 class size ratio for kindergarten through grade 3 unless a collectively bargained alternative ratio exists.
- Full funding of the LCFF equates to supplemental and concentration grants also being fully funded, which will require an increase in expenditures and services principally directed to the unduplicated students who generated those dollars.
- The increasing risk of an economic downturn exists as the expansion cycle exceeds most previous cycles.

## **SUPPLEMENTAL/CONCENTRATION GRANT vs. BASE FUNDING**

The Local Control Funding Formula (LCFF) provides for additional funding to be provided for English learners, free and reduced-price meal program eligible students, and foster youth (Targeted Students). For most districts, the supplemental concentration funding for Targeted Students in fiscal year 18-19 will increase by more than LCFF Base funding. As a result, it will be problematic for a district to pay for district wide cost increases out of smaller Base

funding increases. Below is a table that reflects the district's disproportionate increase between LCFF Base and Targeted funding for the 2018-19 fiscal year.

	2017-18	2018-19	\$ Change	% Change
Phase-In Entitlement	5,879,390	6,203,426	324,036	5.51%
Supplemental Concentration	1,506,618	1,635,157	128,539	8.53%
Base Funding	4,372,772	4,568,269	195,497	4.47%
Estimated ADA	558.86	558.86		
Per ADA Base Funding	7,824.45	8,174.26	349.81	4.47%

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

**RETIREMENT COSTS**

The Governmental Accounting Standards Board Statement No. 68 (GASB 68) reporting requirements took effect for the 2014-15 financial statements for State and local government employers. Districts now need to recognize their proportionate share of the net pension liability (NPL) for both CalSTRS and CalPERS retirees in their accrual based financial statements (Audit Reports).

The CalPERS Board adopted changes to the actuarial assumptions that became effective June 30, 2015. The changes result in a projected increase to the employer contribution rates for 2015-16 and for the following five years. The CalPERS Circular Letter 200-012-14 dated March 10, 2014 provided projected rates for 2014-15 through 2020-21 which were subsequently modified as shown below. As previously mentioned, these rates are still subject to change.

CalPERS Actual and Projected Rates						
2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Projected	2020-21 Projected
11.771%	11.847%	13.888%	15.531%	18.062%	20.70%	23.40%

Likewise, Assembly Bill 1469 increased the contribution rates that employers, employees, and the state pay to support the State Teachers Retirement System. Districts have been faced with rising CalSTRS employer contribution rates over the past six years. In 2013-14, the CalSTRS employer rates were 8.25% and have nearly doubled, rising to 16.28% in 2018-19. The Governor's Proposed Budget for 2019-20 includes a two-part proposal to provide CalSTRS relief for school employers.

The first part provides immediate relief of \$700 million from one-time, non-Proposition 98 funds to be applied over two years. This will reduce the employer's projected rate by 1.03% in 2019-20 and by 1% in 2020-21. The second part of the Governor's Proposal provides \$2.3 billion to buy down the employer's unfunded liability, again using one-time non-Proposition 98 funds. The impact of this buy-down is expected to reduce employer contribution rates by 0.5% on an ongoing basis. However, beginning in 2021-22, the CalSTRS Board has the authority to increase (or decrease) the employer contribution rate (with some restrictions) to fully fund the CalSTRS unfunded liability by 2046.

Below is a comparison of the current statutory rates and the reduced rates per the January budget proposal. Districts that budget at the reduced CalSTRS rates for 2019-20 and 2020-21 may consider reserving the amount of the cost savings or have a contingency plan should the reduced rate proposal not occur.

CalSTRS Rates per Education Code Sections 22901.7 and 22950.5							
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Employer	8.88%	10.73%	12.58%	14.43%	16.28%	18.13%	19.1%

CalSTRS Rates per January Budget Proposal							
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Employer	8.88%	10.73%	12.58%	14.43%	16.28%	*17.10%	*18.1%

**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.

In October 2017 the Governor signed Senate Bill 751 which made significant changes to the previous Senate Bill 858 reserve cap requirements. These changes became effective January 1, 2018. 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.

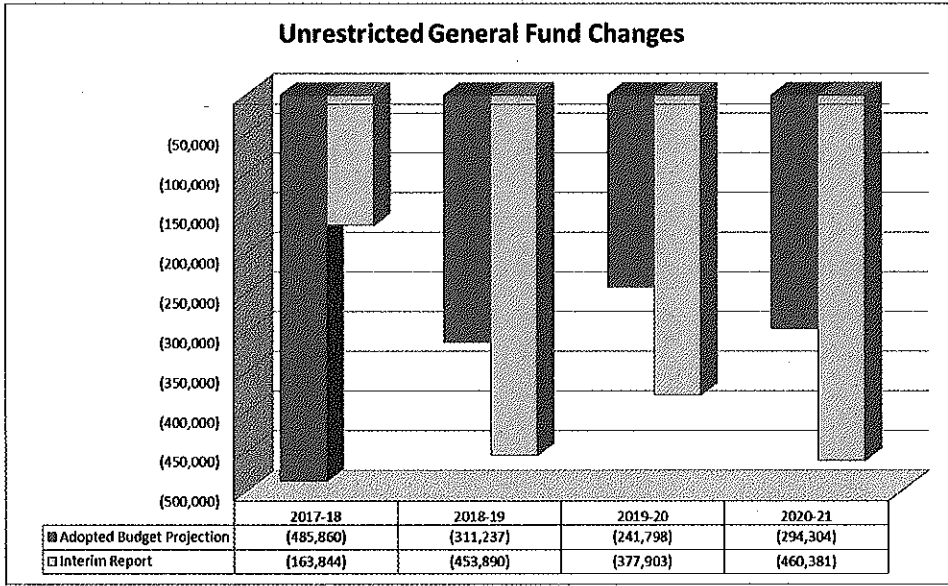
The provisions of SB 751 are not imposed until the year after funds in the Public School System Stabilization Account equals or exceeds 3% of Proposition 98 funding for school districts. The State Superintendent of Public Instruction is required to notify districts and county offices of education when 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. 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. 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 2017-18 unaudited actual available reserves (modified accrual basis of accounting) compared to the 2017-18 audited unrestricted net position, which includes the full accrual impact of GASB 68 and GASB 75.

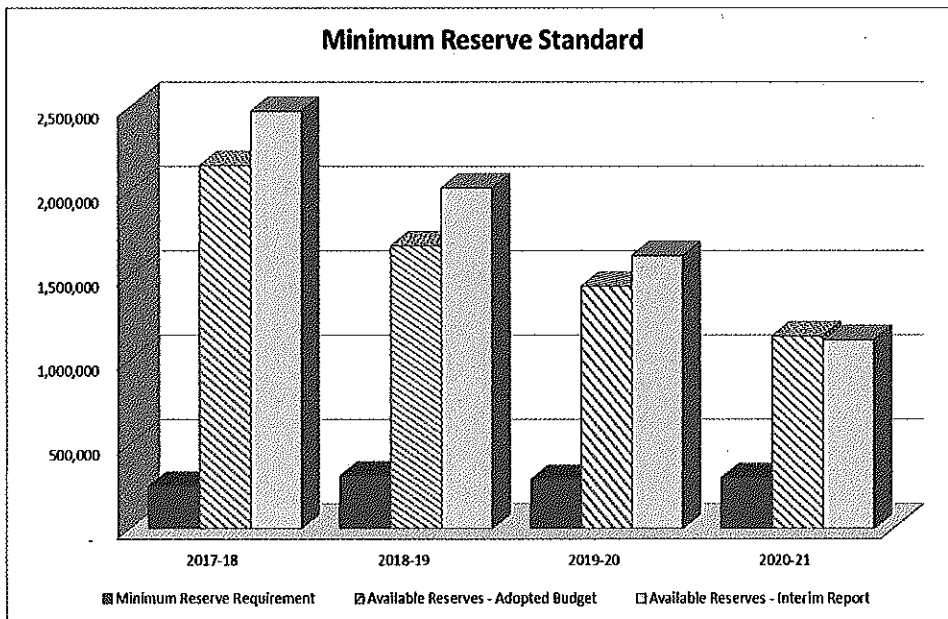
Unaudited Actuals Available Reserves	Audit Report Unrestricted Net Position	Difference
\$2,474,196	-\$2,472,098	-\$4,946,294

**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 2018-19 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 2, 2019**

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

Tuesday, April 2, 2019  
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 pm and led the flag salute. Board Members present: Shelly Heeger, Iva Sousa, Fernando Cunha, John Cardoza and Greg Rice. Guests: Maryann Henry, Jacob Munoz, Fausto Martin, Tamara Morton, Connie Sanchez, Sergeant Bobby Saldana, Lieutenant Harold Liles and Yessenia Mendoza.*

**2. Open Public Hearing to Discuss Proposed Adoption of a Developer Fee Study and the Increase of the Statutory School Fee:**

**2.1 Open for Public Questions and Comments**

*Motion made to Open for Public Questions and Comments was made by Iva Sousa and second by Fernando Cunha.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**2.2 Close Public Hearing**

*Motion made to approve Closing the Public Hearing was made by Fernando Cunha and second by John Cardoza.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**3. Public Input:**

**3.1 Community Relations/Citizen Comments**

*Sergeant Bobby Saldana and Lieutenant Harold Liles shared information with the Board regarding a co-ed flag football league that will launch in March 2020 which is sponsored by the Sheriff's Department. Sergeant Saldana shared that students will practice at Tipton Elementary for 8 weeks and will have games on Saturdays at Pixley School. Transportation will be provided for the students and their families. There is no cost for students to participate. They look forward to working with the students and community of Tipton.*

*Mrs. Yessenia Mendoza gave the Board an update on her role as the Parent Liaison. She shared with the Board all the ways that she has been able to help the families at Tipton Elementary.*

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



*No Comments*

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

**4.1** Minutes of the Regular Board Meeting - March 5, 2019

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

*Motion to approve the consent calendar but deny the facilities request for Ventura Circus Company was made by Fernando Cunha and second by Iva Sousa.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**5. ADMINISTRATIVE: Action items:**

**5.1** Resolution #2018-2019-12 In the Matter of Adopting Development Fees on Residential and Commercial and Industrial Development to Fund the Construction or Reconstruction of School Facilities

*Motion to approve Resolution #2018-2019-12 In the Matter of Adopting Development Fees on Residential and Commercial and Industrial Development to Fund the Construction or Reconstruction of School Facilities was made by Iva Sousa and second by John Cardoza.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**5.2** In the Matter of the Reduction of Classified Yard Duty Services, Board Resolution # 2018-2019-13

*Motion to approve in the Matter of the Reduction of Classified Yard Duty Services, Board Resolution #2018-2019-13 was made by Fernando Cunha and second by John Cardoza.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**5.3** In the Matter of Reduction of Classified Confidential/Management School Services, Board Resolution #2018-2019-14

*Motion to approve in the Matter of Reduction of Classified Confidential/Management School Services, Board Resolution #2018-2019-14 was made by Iva Sousa and Fernando Cunha.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**5.4** Setting the Date of the Budget and LCAP Public Hearing. The proposed date is June 6, 2019

*Motion to approve Setting the Date of the Budget and LCAP Public Hearing. The proposed date is June 6, 2019 was made by Iva Sousa and second by John Cardoza.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**5.5** Setting the Date of the Budget and LCAP Approval. The proposed date is June 11, 2019

*Motion to approve Setting the Date of the Budget and LCAP Approval. The proposed date is June 11, 2019 was made by John Cardoza and Second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**5.6** Adopt District's Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2019 - 2020 School Year

*Motion to approve Adopting District's Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2019 - 2020 School Year was made by Iva Sousa and Second by Fernando Cunha.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**5.7** Acknowledgement/Acceptance of the Associated Teachers of Tipton's Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year

*Motion to approve Acknowledgement/Acceptance of the Associated Teachers of Tipton's Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year was made by Fernando Cunha and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

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

### 7.1 MOT--FOOD SERVICE—PROJECTS

*Mrs. Connie Sanchez shared with the Board that the cafeteria recently went through a state review. She also shared that she is working on cooking from scratch and using more foods that are good for the brain. She updated the Board on getting equipment returned that was not needed and she also invited the Board Members to come by for lunch anytime.*

*Mr. Fausto Martin shared with the Board that the lift in the multipurpose room has been checked and is certified. He also shared that there would be a pre-landscaping meeting next week with Quality Landscaping. Landscaping is planned to start on April 15, 2019. Mr. Martin updated the Board on the bus inspections that took place and let them know that there were many field trips planned over the next two months.*

*Mr. Jacob Munoz shared with the Board that we have had two parent engagement nights for parents for 4<sup>th</sup> 5<sup>th</sup> and 7<sup>th</sup> grade families. He also updated the Board on the work that is being done to set up Fontline.*

*Mrs. Stacey Bettencourt let the Board know testing is underway and all students in grades 3<sup>rd</sup> – 8<sup>th</sup> grade will be testing over the next two months.*

### 7.2 California Education Partners Data Sharing Agreement

*Mr. Munoz updated the Board on the request of student and teacher data that the Gates Foundation is now requesting. It was decided that student and staff information would not be shared with California Education Partners.*

**7.3 Consideration and Public Notice of the California School Employees Association’s Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year**

**7.4 Consideration and Public Notice of the District’s Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year**

8. **Adjourn to Closed Session: 8:12 pm**

9. **Reconvene to open session 10:08 pm**

10. **Report out from Closed Session**

**8.1 Education Code 35146**  
Student transfers, inter District etc.

Motion to deny student #18-1932 inter District request was made by Shelley Heeger and second by John Cardoza.

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-1933 inter district request was made by Shelley Heeger and second by John Cardoza.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19050 inter district request was made by John Cardoza and second by Fernando Cunha.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19051 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19052 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19053 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19054 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19055 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19056 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19057 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

*Motion to approve student #18-19058 inter district request was made by John Cardoza and second by Shelley Heeger.*

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

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

*No – 0*

*Abstain – 0*

*Absent –0*

**8.2** Government Code Section 54957.6

Conference with labor negotiators

Agency designated representatives: Jacob Munoz and Stacey Bettencourt

Employee Organization: CTA

*Discussion Only*

**8.3** Government Code Section 54957.6

Conference with labor negotiator

Name of negotiator: Board President

Underrepresented employee: Superintendent

*Discussion Only*

**11. Adjournment 10:09 pm**

**Minutes approved May 7, 2019**

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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 Field Trip, Facility and Conference Attendance Requests**

# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Bettencourt GRADE 4-8

CLASSES ATTENDING 4-8

DATE OF TRIP 5/28/19 NUMBER OF PUPILS 60-80 ADULTS 3

DESTINATION Island Water Park

BUS TO LEAVE SCHOOL AT 8:30 am RETURN AT 4 pm

### BUS ROUTING AND STOPS

NO stops - Tipton to Island  
Island to Tipton

USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

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

TRIP RELEVENCY: perfect attendance + honor roll  
for 3 or more quarters

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

COST \$ \$14.00 per person

CAFETERIA LUNCHES NEEDED FOR STUDENTS: YES  NO \_\_\_\_\_ HOW MANY 60-80 <sup>will let</sup> <sub>you know</sub>

CAFETERIA LUNCHES NEEDED FOR ADULTS: YES  NO \_\_\_\_\_ HOW MANY 1 <sub>Bus driver</sub>

SIGNATURE OF TEACHER IN CHARGE Shirley Bettencourt

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

SIGNATURE OF SUPERINTENDENT Shirley Bettencourt



# Field Trip Approval Form

( MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHERS (S) Diaz, Smith Lowry GRADE TK &K

CLASSES ATTENDING Transitional Kindergarten and Kindergarten

DATE OF TRIP May 30 NUMBER OF PUPILS 72 ADULTS 12

BUS TO LEAVE SCHOOL AT 8:15 RETURN AT 1:55

BUS ROUTING AND STOPS State route 99 to Bakersfield California Living Museum and Zoo

PRELIMINARY STEPS: The field trip is scheduled for Thursday, May 30<sup>th</sup> to Bakersfield We will depart at 8:15 am from the Kindergarten circular driveway. We plan to visit the big trees, have lunch and return home. Transitional Kindergarten and the three Kindergarten will be attending for a total of 72 students 6 staff members and 6 parents/chaperones.

TRIP RELEVENCY: The purpose of our trip is to connect our students to the different types of animals that live in California. In doing so, the students will gain some information about our foothills; specifically the flora, fauna and geological make-up of the area.

OTHER INFORMATION/STAFF CHAPARONE REQUEST: Due to space limitations on the bus, only two parents per class will be requested.

COST \$ 324.00

Cafeteria lunches will be needed for 72 students. No adult lunches will be needed.

Teacher in charge. Cris Diaz

Trip authorized by school board Yes  No

Signature of Superintendent 

The Bakersfield zoo people have not gotten back to us yet, so our back up plan is Sequoia National Park. Just wanted to get this in since there is a board meeting tomorrow. Thank you.

# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Michelle Nickols GRADE 6-8

CLASSES ATTENDING Ag class

DATE OF TRIP 4/24/19 NUMBER OF PUPILS 23 ADULTS 1

DESTINATION Laurence Tractor, Tipton

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

BUS ROUTING AND STOPS

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USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

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

TRIP RELEVENCY: Hands-on Learning

OTHER INFORMATION/STAFF CHAPARONE REQUEST:

COST \$ (GAS) CTE Grant

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

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

SIGNATURE OF TEACHER IN CHARGE Michelle Nickols

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

SIGNATURE OF SUPERINTENDENT Stacy Blitts

# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Michelle Nuckels GRADE 6-8

CLASSES ATTENDING Ag Class

DATE OF TRIP 4/30/19 NUMBER OF PUPILS 23 ADULTS 1

DESTINATION Tulare H.S. Farm

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

BUS ROUTING AND STOPS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

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

TRIP RELEVENCY: Handson Learning  
Ag Mechanics / Contests

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

COST \$ (GAS) CTE Grant

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

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

SIGNATURE OF TEACHER IN CHARGE Michelle Nuckels

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

SIGNATURE OF SUPERINTENDENT Stacy Blum



Tipton Elementary School District

Name of Club: ASES AFTER SCHOOL PROGRAM

Request for Fundraiser Approval and Revenue Projection

School Year: 2018/2019

Date form submitted: 3/29/2019 Submitted by: Mrs. Jenny

PROPOSED ACTIVITY:

Name of activity or type of fundraiser: Family Fiesta Night

Location of activity: Patio Area

Facilities needed: Patio Area

Items to be sold: Nachos, snowcones, waters, sodas, gatorades, possibly tacos

Date of activity: May 10, 2019

Time of activity: From 3:30 a.m./p.m. To: 5:30 a.m./p.m.

Item/Ticket selling price: \$ 1.00

Cash Box required?  Yes  No

Number of items purchased for sale: SMARTER FINAL CHECK @ \$ 100.00 each = \$ 100.00

ASB purchase order required?  Yes  No

How much income is anticipated? \$ 200-300 how much expense is anticipated? \$ 100.00

How will profit be used? End of the year Water carnival day for ALL ASES students

Fundraiser Contact Person: Mrs. Jenny

Phone Number: (559) 804-6636

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

Approved by: [Signature]  
Principal/Superintendent: \_\_\_\_\_

Business Manager/ASB Administrator: [Signature] 4/3/19

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

Note: Fundraising Event Profit form is due two weeks after close of activity/fundraiser.

Tipton Elementary School District

Name of Club: STUDENT COUNCIL

Request for Fundraiser Approval and Revenue Projection

School Year: 2018-2019

Date form submitted: \_\_\_\_\_ Submitted by: Debbie Gilbert

PROPOSED ACTIVITY:

Name of activity or type of fundraiser: Student Council Dance

Location of activity: MPR

Facilities needed: MPR

Items to be sold: water nachos

Date of activity: 5/10/19

Time of activity: From 6:30 a.m./p.m. To: 9:00 a.m./p.m.

Item/Ticket selling price: \$ 3

Cash Box required? Yes No

Number of items purchased for sale: \_\_\_\_\_ @ \$ donated each = \$ \_\_\_\_\_

ASB purchase order required? Yes No

How much income is anticipated? \$ 500 how much expense is anticipated? \$ 280

How will profit be used? school activities

Fundraiser Contact Person: Debbie Gilbert

Phone Number: \_\_\_\_\_

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

Approved by:

Principal/Superintendent: [Signature]

Business Manager/ASB Administrator: [Signature]

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

Note: Fundraising Event Profit form is due two weeks after close of activity/fundraiser.

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

**3.3** Agency Agreement with TCOE for Shared Business Services for the 2019-2020 School Year

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

**THIS AGREEMENT**, is entered into as of May 7, 2019, 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, 2019 and shall expire on June 30, 2020 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 \$95.17 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 Nineteen Thousand Four Hundred Sixteen Dollars (\$19,416.00) 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, 2020. 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:**

**3.4 Agency Agreement with TCOE for Library Media Services for the 2019-2020 School Year**

AGENCY AGREEMENT BETWEEN  
**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**  
AND  
**TIPTON SCHOOL DISTRICT**  
FOR 2019-2020  
**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, 2019 – June 30, 2020**.
  
2. **FEE.** The fee shall be **\$4,725.00**
  - a. The fee is based on the Average Daily Attendance (ADA) **540** 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 2020. 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; parents have access to the ERS Portal via their student's login. 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, digital citizenship, and information literacy training are available for DISTRICT/SCHOOL staff upon request.
    - ii. Provide circulating access to educational resource materials including print media, STEM kits, robotics, primary document reproductions, art prints, realia, and DVDs.
      - (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/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 new technologies, and discovering how to promote and use the ERS Portal resources.
- v. Provide technology consultation supporting DISTRICT/SCHOOL needs.
  - (1) A maximum of one, free, on-site technology support day per contracting site (see Section 2c) may be used for training DISTRICT/SCHOOL personnel, for technology-focused professional development on a variety of technology tools (e.g. G Suite, Microsoft Office Applications, Robotics/Coding Applications, etc.), and/or for consulting with DISTRICT/SCHOOL administration to assist with planning technology implementation by our Instructional Technology Specialists. As an alternative to the on-site technology day, the ERS Library now offers a voucher program allowing up to 12 contracting site personnel to attend designated Tech Tools sessions held at the TCOE Doe Avenue Complex and led by our Educational Technology Specialists.
- 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. Contracting DISTRICT/SCHOOL staff may bring their own supplies and use TRC equipment. Equipment includes: color and B&W photocopiers, a poster printer, 27" and 42" laminators, 1.25" and 3" button makers, as well as Ellison and AccuCut die-cut shapes. Contracting sites pay a reduced fee for copying, printing, laminating, and button making.
  - (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 the school library development, exploring new technologies, and discovering how to promote and use the ERS Portal resources.
- v. Provide technology consultation supporting DISTRICT/SCHOOL needs.
  - (1) A maximum of one, free, on-site technology support day per contracting site (see Section 2c) may be used for training DISTRICT/SCHOOL personnel, for technology-focused professional development on a variety of technology tools (e.g. G Suite, Microsoft Office Applications, Robotics/Coding Applications, etc.), and/or for consulting with DISTRICT/SCHOOL

actions, costs, damages or losses of any kind, including death or injury to any person, property, or liability, claim

Technology Specialists. As an alternative to the on-site technology day, the ERS Library now offers a voucher program allowing up to 12 contracting site personnel to attend designated Tech Tools sessions held at the TCOE Doe Avenue Complex and led by our Educational Technology Specialists.

The Library and Multimedia Center's Teacher Resource Center (TRC) will be open for extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT/SCHOOL staff may bring their own supplies and use TRC equipment. Equipment includes: color and B&W photocopiers, a poster printer, 27" and 42" monitors, and 25" flat panel displays. This agreement shall be governed by the Labor Code (California Fair Employment and Housing Act). This agreement shall be in full force and effect from the date of execution of this agreement and shall continue in full force and effect beyond the term of this agreement as to any acts or omissions occurring under this agreement.

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

DISTRICT/SCHOOL shall comply with all laws, rules and regulations applicable to such contracting site. 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. This agreement shall be in full force and effect from the date of execution of this agreement and shall continue in full force and effect beyond the term of this agreement as to any acts or omissions occurring under this agreement.

By signing the above provisions, indicate their agreement by their authorized representatives.

vi.  
such party under Government Code section 26100. Indemnification obligation shall continue in full force and effect beyond the term of this agreement as to any acts or omissions occurring under this agreement or any acts or omissions occurring under this agreement.

**5. CANCELLATION OF AGREEMENT.** DISTRICT/SCHOOL if any of the conditions of this agreement are not completed.

**6. SPECIAL PROVISIONS.** SUPERINTENDENT shall be responsible for all 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 mutual written consent of the parties hereto.

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

DISTRICT/SCHOOL

Stacey Bettencourt,  
Superintendent  
Tipton School District  
370 N. Evans (PO Box 787)  
Tipton, CA 93272  
sbettencourt@tipton.k12.ca.us

By Stacey Bettencourt  
Date 4/9/19

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 then return a scanned copy via email to:**

Sara A. Torabi  
*Instructional Consultant Support/Library Media Technician*  
[sara.torabi@tcoe.org](mailto:sara.torabi@tcoe.org)  
(559) 651-3031

**A countersigned copy of this agreement will be returned to you as soon as it is available.**

TCOE Contact: Debra Lockwood, 559-651-3042  
FORM REVISED 2/5/19

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

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

**3.5 Surplus Library Books**



# Memo

To: Mrs. Bettencourt ; Mr. Munoz  
From: Megan Rice  
Date: April 30, 2019  
Re: Library Surplus

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Attached is a list of books and library materials 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.

In effort to keep our library materials & teacher resources current and up-to-date the following materials/resources are being removed from our collection. The list includes old journals, cassette audio tapes, VHS tapes, and other materials that are no longer used by our staff.

After the following materials have been declared as a surplus teacher’s & staff will have an opportunity to take any materials. All materials will have “Tipton Elementary School” blacked out and barcodes removed (where applicable). Media items not taken by staff will be recycled or disposed of.

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

Thank you,

Megan Rice

**Tipton Elementary School Library**

**Discarded/Weeded Library Materials March 2019 – April 2019**

**BOOKS**

**Title/Author/Number of copies**

A. Nonny mouse writes again / Prelutsky, Jack  
Adam mouse's book of poems / Moore, Lilian  
All the world / Scanlon, Liza Garton  
The ancestors are singing / Johnston, Tony  
Anna: Growing up on the farm / Davies, Gill  
Antarctic antics: a book of penguin poetry / Sierra, Judy  
April, bubbles, chocolate: an abc of poetry/Hopkins, Lee Bennett  
Authors in depth / Prentice Hall  
Baseball in april and other stories / Soto, Gary  
Battle pieces: the civil war poems of herman melville / Melville, Herman  
Bear in mind: a book of bear poems / Goldstein, Bobbye S.  
Beatrix potter / Wallner, Alexandra  
Becoming joe dimaggio / Testa, Maria  
Behind the museum door / Hopkins, Lee Bennett  
Bein' with you this way / Nikola-Lisa, W.  
Beneath a blue umbrella / Prelutsky, Jack  
Bigmama's / Crews, Donald  
Bing bang boing: poems and drawings / Florian, Douglas  
Birds and beasts / Smith, William Jay  
Birthday poems / Livingston, Myra Cohn  
Black ships before troy: the story of the illiad / Sutcliff, Rosemary

A book of your own: keeping a diary or journal / Stevens, Carla  
Brother eagle, sister sky / Seattle, Chief / 3  
Brown angels / Myers, Walter Dean  
California shorts / Gilbar, Steven  
Carl sandburg / Bolin, Frances Schoonmaker  
The car walked through the casserole and other poems for children / Espeland, Pamela  
Celebrate America: in poetry and art / Panzer, Nora  
Chickie riddles / Hall, Katy  
The children's book of America / Bennett, William  
A child's calendar / Updike, John / 2  
A child's garden of verses / Stevenson, Robert Louis  
The circuit: stories from the life of a migrant child / Jimenez, Francisco  
The complete book of the flower fairies: poems and pictures / Barker, Cicely Mary  
The complete poems to solve / Sweson, May  
Confetti: poems for children / Mora, Pat  
Cool melons – turn to frogs / Gollub, Matthew  
Creatures at my feet / Neidigh, Sherry  
The desert is my mother / Mora, Pat  
Dinosaurs : poems / Hopkins, Lee Bennett / 3  
Don't read this book whatever you do: more poems about school / Dakos, Kalli  
Early frost: the first three books / Frost, Robert  
Earth songs / Livingston, Myra Cohn / 3  
Earthdance / Ryder, Joanne  
Easter poems / Livingston, Myra Cohn  
Edgar allan poe / Bagert, Brod  
Edna st. Vincent millay / Schoonmaker, Frances

Emily Dickson / Bolin, Frances Shoonmaker

Eric carle's animals, animals / Carle, Eric

Escape to freedom: a play about young Frederick Douglass / Davis, Ossie

Falling up: poems and drawings / Silverstein, Shel

Followers of the north star: rhymes about African American heroes, heroines, and historical times?  
Altman, Susan

Funny you should ask / Terban, Marvin / 2

The geography of home: California's poetry of place / Buckley, Christopher

Good masters! Sweet ladies: voices from a medieval village / Schlitz, Laura Amy

The goof who invented homework and other school poems / Dakos, Kalli

Grandfather's lovesong / Lindbergh, Reeve

Hailstones and halibut bones: adventures in color / O'Neill, Mary

Harlem: a poem / Myers, Walter Dean

Heartland / Siebert, Diane

Hey you! C'mere: a poetry slam / Swados, Elizabeth

Home on the range: cowboy poetry / Janeczko, Paul B.

Honey, I love / Greenfield, Eloise

Honey, I love and other love poems / Greenfield, Eloise

Hoops / Burleigh, Robert

Hurry, hurry, mary dear: and other nonsense poems / Bodecker, N.M.

If I had a paka / Pomerantz, Charlotte

If I were in charge of the world and other worries: poems for children and their parents / Viorst, Judith

If you're not here, please raise your hand: poems about school / Dakos, Kalli

Insectlopedia: poems and paintings / Florian, Douglas / 2

I love you: verses & sweet sayings / Gutmann, Bessie Pease

Jack london's golden state: selected California writings / London, Jack

Jazz / Myers, Walter Dean

The judge: an untrue tale / Zemach, Harve

The kite that braved old orchard beach: year-round poems for young people / Kennedy, X.J.

Knock at a star: a child's introduction to poetry / Kennedy, X.J.

Langston hughes / Rampersad, Arnold

The life adventures of robinson crusoe / Defoe, Daniel

Listen to the desert / Mora, Pat

Lives: poems about famous americans / Hopkins, Lee Bennett

Lizards, frogs, and polliwogs: poems and paintings / Florian, Douglas

The llama who had no pajama / Hoberman, Mary Ann

Mary had a little lamb / Hale, Sarah Joseph

Meet Danitra brown / Grimes, Nikki

Mice are nice / Larrick, Nancy

Mojave / Siebert, Diane

Mom and dad don't live together any more / Stinson, Kathy

Mommalabilia / Florian, Douglas

Monday's troll: poems / Prelutsky, Jack

A mouse in my roof / Edwards, Richard / 2

Mrs. Cole on an onion roll and other school poems / Dakos, Kalli

My America: a poetry atlas of the united states / Hopkins, Lee Bennett

My parents thing I'm sleeping: poems / Prelutsky, Jack

Once upon a poem: favorite poems that tell stories / The Chicken House

The other side: shorter poems / Johnson, Angela

The palm of my heart: poetry by African American children / Adedjouma, Davida

Pendragon: the guide to the territories of halla / MacHale, D.J.

Pine tree art: the 2012 collection / Pine Tree Poetry

Pine tree poetry collection / Pine Tree Poetry  
Poem stew / Cole, William  
Poems for mothers / Livingston, Myra Cohn / 2  
Poems of edgar allan poe / Poe, Edgar Allan  
The random house book of poetry for children / Prelutsky, Jack  
A reading guide to Shiloh by Phyllis Reynold Naylor / Sanderson, Jeannette  
Reflections / Fletcher, Ralph  
Relative speaking: poems about family / Fletcher, Ralph  
Ride a purple pelican / Prelutsky, Jack  
Robert frost / Schmidt, Gary D.  
Roll along: poems on wheels / Livingston, Myra Cohn / 2  
Roughing it / Twain, Mark  
Salting the ocean: 100 poems by young poets / Nye, Naomi Shihab  
Scranimals / Prelutsky, Jack  
Secret places / Huck, Charlotte  
Selected poems of Emily Dickinson / Dickinson, Emily  
The selfish giant / Wilde, Oscar  
Sidewalk chalk: poems of the city / Weatherford, Carole Boston  
Sing to the sun / Bryan, Ashley  
Six sick sheep: 101 tongue twisters / Cole, Joanna  
Sixty odd: new poems / Le Guin, Ursula K.  
The sky is not so far away: night poems for children / Hillert, Margaret  
Soap soup and other verses / Kuskin, Karla  
Something big has been here / Prelutsky, Jack  
Spinning through the universe: a novel in poems from room 214 / Frost, Helen  
This big sky / Mora, Pat

This is just to say: poems of apology and forgiveness / Sidman, Joyce

Today we are brother and sister / Adoff, Arnold / 2

Tomie de Paola: His art & his stories / Elleman, Barbara

Tongue twister / Keller, Charles

A treasury of Christmas stories / Garrison, Webb

Tyrannosaurus was a beast: dinosaur poems / Prelutsky, Jack / 2

Uncle John's triumphant 20<sup>th</sup> anniversary bathroom reader / Bathroom Readers Institute

Under the Sunday tree / Greenfield, Eloise

The veil of snows / Helprin, Mark

Vhorses: a celebration of outstanding women / Lewis, J. Patrick

A visit to William Blake's inn: poems for innocent and experienced travelers / Willard, Nancy / 2

Walt Whitman / Whitman, Walt / 2

We the people / Katz, Bobbi

What a day it was at school / Prelutsky, Jack

What's so funny: wit and humor in American children's literature / Cart, Michael

Who shrank my grandmother's house: poems of discovery / Esbensen, Barbara Juster

William Shakespeare / Kastan, David Scott

Wishbone / Lee, Priscilla

The wishing bone and other poems / Mitchell, Stephen

Words with wings: a treasury of African American poetry and art / Rochelle, Belinda

You read to me, I'll read to you / Ciardi, John

Young American poetry digest 2005 / National Schools Project / 3

Young American poetry digest 2006 / National Schools Project / 10

Young American poetry digest 2007 / National Schools Project

Young American poetry digest 2008 / National Schools Project

Young American poetry digest 2012 / National Schools Project

You're the tops, pops / Schulz, Charles M.

The zaniest riddle book in the world / Rosenbloom, Joseph

A zooful of animals / Cole, William

Zoo's who: poems and paintings / Florian, Douglas

### **Journals / Newspapers / Magazines:**

*Dinosaurs and the Newspaper* / Britz, Marina

*Information Searcher* (Berger, Pam)

- Vol. 15, No. 2
- Vol. 15, No. 3
- Vol. 15, No. 4
- Vol. 16, No. 1
- Vol. 16, No. 2
- Vol. 16, No. 3
- Vol. 16, No. 4
- Vol. 17, No. 1
- Vol. 17, No. 2
- Vol. 17, No. 3
- Vol. 17, No. 4
- Vol. 18, No. 1
- Vol. 18, No. 2
- Vol. 18, No. 3
- Vol. 18, No. 4
- Vol. 19, No. 1

### **Cassettes**

- Arthur's Birthday / (The Trumpet Club)
- Bamboo Velly / Nagda, Ann Whitehead
- Blue Willow / Gates, Doris
- Bumblebee at Apple Tree Lane / Galvin, Laura Gates
- Charlie Brown's All-Stars / Schulz, Charles M.
- Chimpunk at Hollow Tree Lane / Sherrow, Victoria
- Cinderella / Walt Disney Storyteller
- Clap Your Hands / Cauley, Lorinda Bryan
- Clever Tom and the Leprechaun / Shute, Linda
- Clifford's First Christmas / Birdwell, Norman
- Cloudy With a Chance of Meatballs / Barrett, Judi
- Collections for Young Scholars / (Open Court Publishing)
- Cottontail at Clover Crescent / Lamm, C. Drew



- The Day the Goose Got Loose / Lindbergh, Reeve / 2
- Deer Mouse at Old Farm Road / Galvin, Laura Gates
- Disney's Christmas Favorites / Disney
- Foolish Rabbit's Big Mistake / Martin, Rafe
- Franklin Is Messy / Bourgeois, Paulette
- George Washington Young Leader / Thomas, Peter
- The Ghost Belonged to Me / Peck, Richard
- Ghosts and Goose Bumps: Poems to Chill Your Bones / (Random House)
- The Golden Goose & Rapunzel / (Kinder Kolor)
- Goldilocks and the Three Bears & Gingerbread Man / (Peter Pan Ind.)
- The Glorious Flight / Provensen, Alice
- I Went Walking / (The Trumpet Club)
- If You Give a Mouse a Cookie / Numeroff, Laura Joffe
- If You Give a Pig a Pancake / Numeroff, Laura
- Ira Sleeps Over / Waber, Bernard
- Jingle, The Christmas Clown / de Paola, Tomie
- The Jungle Book / Walt Disney Storyteller
- A Light in the Attic / Silverstein, Shel
- The Maestro Plays / Martine Jr., Bill
- Ma'ii and Cousin Horned Toad / Begay, Shonto
- Mary Wore Her Red Dress and Henry Wore His Green Sneakers / (The Trumpet Club)
- Miss Nelson Is Missing / Allard, Harry
- Mouse Count / (The Trumpet Club)
- Mrs. Toggle and the Dinosaur / Pulver, Robin
- Old Bear / Hissy, Jane
- Paddington Bear Adventures: Paddington Goes to School / Talking Bookworm
- Peppe the Lamplighter / Bartone, Elisa
- Pinocchio / Walt Disney Storyteller
- Raffis' Christmas / NA
- The Rescuers / Walt Disney Storyteller
- Sinboa the Sailor / (The Superscope Story Teller)
- Stone Soup / Brown, Marcia
- Stories and Songs of Uncle Remus / Walt Disney Storyteller
- The Story of Ping / Flack, Marjorie
- Tawny Scrawny Lion / Walt Disney Storyteller
- Thanksgiving Day / Gibbons, Gail
- Tom / De Paola, Tomie
- Tomie de Paola / (The Trumpet Club)
- A Turkey Thanksgiving / Bunting, Eve
- Turkey's Gift to the People / Rucki, Ani
- Two by Two / Reid, Barbara
- Wemberly Worried / Henkes, Kevin
- We're All Together / NA

- Where the Sidewalk Ends / Silverstein, Shel
- Who Moved My Cheese / Johnson, Spencer
- World Above the Clouds / Nagda, Ann Whitehead
- You're a Good Sport, Charlie Brown / Schulz, Charles M. / 2

#### **CD-ROMs**

- California State Capitol / Design Media & Redhill Studios / 3
- Young Scientist / World Book, Inc.

#### **CDs**

- Spittin' Feathers: NWTf's Sounds of the Wild Turkey

#### **VHS**

- Return of the Wild Turkey

#### **MISC**

- H.S. Strut: Push Button Yelper

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

#### **3.6 Surplus Text Books**

**Tipton Elementary School**

**"Library News"**

# Memo

To: Mrs. Bettencourt ; Mr. Munoz

From: Megan Rice

Date: April 30, 2019

Re: Textbook Surplus

Attached is a list of textbooks, materials, and resources that will be removed from our library system and inventory due to new curriculum adoptions being used by the district.

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

Thank you,

Megan Rice

<b>ELA K-5 Student Materials Surplus</b>			
<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Student Edition Textbook	K	978-0-02-201420-9	65
	1st Grade 1.1	978-0-02-199961-3	65
	1st Grade 1.2	978-0-02-199962-0	65
	1st Grade 1.3	978-0-02-199963-7	65
	1st Grade 1.4	978-0-02-199964-4	65
	1st Grade 1.5	978-0-02-199965-1	65
	1st Grade 1.6	978-0-05-202195-5	65
	2nd Grade 2.1	978-0-02-199966-8	65
	2nd Grade 2.2	978-0-02-199967-5	65
	3rd Grade	978-0-02-199968-2	65
	3rd Grade	978-0-02-199969-9	65
	4th Grade	978-0-02-199970-5	65
	5th Grade	978-0-02-199971-2	70
Practice Book (consumable)	K	978-0-02-201873-3	10
	1	978-0-02-201852-8	10
	2	978-0-02-201855-9	60
	3	978-0-02-201857-3	15
	4	978-0-02-201859-7	10
	5	978-0-02-201862-7	50
Language Development	K	978-0-02-204212-7	60
	1	978-0-02-204200-4	15
	2	978-0-02-204202-8	45
	3	978-0-02-204204-2	15
	4	978-0-02-204206-6	15
	5	978-0-02-204208-0	60
Unit Assessment Book (consumable)	K	978-0-02-204192-2	10
	1	978-0-02-204186-1	15
	2	978-0-02-204189-2	20
	3	978-0-02-204188-5	20
	4	978-0-02-204189-2	15
	5	978-0-02-204190-8	25
Wonders Content Readers	2	978-0-02-204340-7	80
	3	978-0-02-204341-1	80
	4	978-0-02-204342-1	80
	5	978-0-02-201928-0	80
Wonders Content Readers ELD	2	978-0-02-204340-7	50
	3	978-0-02-204341-4	20
	4	978-0-02-204342-1	20
	5	978-0-02-204343-8	20

**ELA K-5 Teacher Materials Surplus**

<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Teacher Edition	K Unit 1	978-0-02-199997-2	5
	K Unit 2	978-0-02-199998-9	5
	K Unit 3	978-0-02-199999-6	5
	K Unit 4	978-0-02-200001-1	5
	K Unit 5	978-0-02-200002-8	5
	K Unit 6	978-0-02-200003-5	5
	K Unit 7	978-0-02-201922-8	5
	K Unit 8	978-0-02-201923-5	5
	K Unit 9	978-0-02-201924-2	5
	K Unit 10	978-0-02-201925-9	5
	1 Vol. 1	978-0-02-204249-3	3
	1 Vol. 2	978-0-02-200005-9	3
	1 Vol. 3	978-0-02-200006-6	3
	1 Vol. 4	978-0-02-200007-3	3
	1 Vol. 5	978-0-02-200008-0	3
	1 Vol. 6	978-0-02-200009-7	3
	2 Vol. 1	978-0-02-200011-0	3
	2 Vol. 2	978-0-02-200012-7	3
	2 Vol. 3	978-0-02-200013-4	3
	2 Vol. 4	978-0-02-200014-1	3
	2 Vol. 5	978-0-02-200015-8	3
	2 Vol. 6	978-0-02-200016-5	3
	3 Vol. 1	978-0-02-199973-6	3
	3 Vol. 2	978-0-02-199974-3	3
	3 Vol. 3	978-0-02-199975-0	3
	3 Vol. 4	978-0-02-199976-7	3
	3 Vol. 5	978-0-02-199977-4	3
	3 Vol. 6	978-0-02-199978-1	3
	4 Vol. 1	978-0-02-199979-8	3
	4 Vol. 2	978-0-02-199980-4	3
	4 Vol. 3	978-0-02-199981-1	3
	4 Vol. 4	978-0-02-199982-8	3
	4 Vol. 5	978-0-02-199983-5	3
	4 Vol. 6	978-0-02-199984-2	3
	5 Vol. 1	978-0-02-199985-9	3
	5 Vol. 2	978-0-02-199986-6	3
	5 Vol. 3	978-0-02-199987-3	3
	5 Vol. 4	978-0-02-199988-0	3
	5 Vol. 5	978-0-02-199989-7	3
	5 Vol. 6	978-0-02-199990-3	3
Instructional Routine Handbook	K-6	978-0-02-204235-6	26

Wonders: Content Big Book	K Vol. 1	978-0-02-201806-1	5
	K Vol. 2	978-0-02-201804-7	5
	K Vol. 3	978-0-02-202196-2	5
	1 Vol. 1	978-0-02-201805-4	3
	1 Vol. 2	978-0-02-201803-0	3
	1 Vol. 3	978-0-02-202197-9	3
Diagnostic Assessment	K-8	978-0-02-201802-3	32
Progress Monitoring Assessment	K	978-0-02-201821-4	4
	1	978-0-02-201814-6	3
	2	978-0-02-201815-3	3
	3	978-0-02-201816-0	3
	4	978-0-02-201817-7	3
	5	978-0-02-201818-4	3
	6	978-0-02-201819-1	3
Summative Assessment	K	978-0-02-201828-3	4
	1	978-0-02-201822-1	3
	2	978-0-02-201823-8	3
	3	978-0-02-201824-5	3
	4	978-0-02-201825-2	3
	5	978-0-02-201826-9	3
Practice Book Annotated	K	978-0-02-201874-0	4
	1	978-0-02-201866-5	3
	2	978-0-02-201867-2	3
	3	978-0-02-201868-9	3
	4	978-0-02-201869-6	3
	5	978-0-02-201871-9	3
Read-Aloud Anthology	K	978-0-02-202020-0	4
	1	978-0-02-202014-9	3
	2	978-0-02-202015-6	3
	3	978-0-02-202016-3	3
	4	978-0-02-202017-0	3
	5	978-0-02-202018-7	3
Comprehension (CA Intervention)	K-3	978-0-02-201937-2	13
	3-6	978-0-02-207446-3	9
Fluency (CA Intervention)	K-3	978-0-02-201996-9	13
	3-6	978-0-02-207440-1	9
Phonemic Awareness (CA Intervention)	K-3	978-0-02-202032-3	13
Phonics/Word Study(CA Intervention)	K-3	978-0-02-202035-4	13
	3-6	978-0-02-207443-2	9
Vocabulary (CA Intervention)	K-3	978-0-02-202100-9	13
	3-6	978-0-02-207418-0	9
Writing and Grammar (CA Intervention)	K-3	978-0-02-202104-7	13
	3-6	978-0-02-207442-5	9

Home School Connection	K	978-0-02-202011-8	4
	1	978-0-02-202005-7	3
	2	978-0-02-202006-4	3
	3	978-0-02-202007-1	3
	4	978-0-02-202008-8	3
	5	978-0-02-202009-5	3
Oral Vocab. Cards	K	978-0-02-202031-6	4
	1	978-0-02-202028-6	3
	2	978-0-02-202029-3	3
	3	978-0-02-202030-9	3
Sound/Spelling Cards	K	978-0-02-202041-5	4
Word-Building Cards	K	978-0-02-202041-5	4
	1	978-0-02-202125-2	3
	2	978-0-02-202126-9	3
	3	978-0-02-202120-7	3
	4	978-0-02-202121-4	3
Retelling Cards	K	978-0-02-202164-1	4
	1	978-0-02-202162-7	3
	2	978-0-02-202163-4	3
	3	978-0-02-204168-7	3
	4	978-0-02-204196-0	3
Teacher Works Plus CD-Rom	K	978-0-02-203365-1	4
	1	978-0-02-203366-8	3
	2	978-0-02-203367-5	3
	3	978-0-02-203368-2	3
	4	978-0-02-203369-9	3
	5	978-0-02-203370-5	3
Read-Aloud Trade Book Pkg.	K	978-0-02-193764-6	4
Decodables - 46 titles	K	978-0-02-204788-7	5
Workstation Flipchart Pkg.	K	978-0-02-204351-3	5
	1	978-0-02-204352-0	3
	2	978-0-02-204353-7	3
	3	Multi ISBN set of 16	3
	4	978-0-02-204355-1	3
	5	978-0-02-204356-8	3
Skill-Based Reader: Approaching	K	978-0-02-204312-4	5
	1	978-0-02-204316-2	3
	2	978-0-02-204320-9	3
	3	978-0-02-204324-7	3
	4	978-0-02-204328-5	3
	5	978-0-02-204332-2	3
Skill-Based Reader: On-Level	K	978-0-02-204313-1	5
	1	978-0-02-204317-9	3



	2	978-0-02-204321-6	3
	3	978-0-02-204325-4	3
	4	978-0-02-204329-2	3
	5	978-0-02-204333-9	3
Skill-Based Reader: Beyond	K	978-0-02-204314-8	5
	1	978-0-02-204318-6	3
	2	978-0-02-204322-3	3
	3	978-0-02-204326-1	3
	4	978-0-02-204330-8	3
	5	978-0-02-204334-6	3
Skill-Based Reader: EL	K	978-0-02-204315-5	5
	1	978-0-02-204319-3	3
	2	978-0-02-204323-0	3
	3	978-0-02-204327-8	3
	4	978-0-02-204331-5	3
	5	978-0-02-204335-3	3
Handwriting Annotated TE	K	978-0-02-205391-8	5
	1	978-0-02-205389-5	3
	2	978-0-02-205387-1	3
	3	978-0-02-205388-8	3
Literature Big Book Pkg.	K	978-0-02-193762-2	5
	1	978-0-02-202024-8	3
Sing, Talk Rhyme Chart	K	978-0-02-02074-3	5
Sound Spelling Workboard	K	978-0-02-202045-3	5
Teacher's Resource Book	K	978-0-02-202072-9	5
	1	978-0-02-203524-2	3
	2	978-0-02-203525-9	3
	3	978-0-02-202067-5	3
	4	978-0-02-202068-2	3
	5	978-0-02-202069-9	3
Visual Vocabulary Resources	K	978-0-02-201851-1	5
	1	978-0-02-201836-8	3
	2	978-0-02-201839-9	3
	3	978-0-02-201842-9	3
	4	978-0-02-201844-3	3
	5	978-0-02-201846-7	3
	6	978-0-02-201848-1	3
Treasures CCSS Resource Book	K	978-0-02-127236-5	5
	1	978-0-02-127237-2	3
	2	978-0-02-127238-9	3
	3	978-0-02-127239-6	3
	4	978-0-02-127240-2	3
	5	978-0-02-127241-9	3

Sound-Spelling Cards	K	978-0-02-202042-5	5
	1	978-0-02-202042-2	3
	2	978-0-02-202042-2	3
	3	978-0-02-202042-2	3
	4	978-0-02-202042-2	3
	5	978-0-02-202042-2	3
High-Frequency Word Cards	K	978-0-02-202117-7	5
	1	978-0-02-202114-6	3
	2	978-0-02-202115-3	3
	3	978-0-02-202116-0	3
Photo Cards	K	978-0-02-202038-5	5
	1	978-0-02-202038-5	3
	2	978-0-02-202038-5	3
English Language Development	K	978-0-02-205490-8	5
	1	978-0-02-205491-5	3
	2	978-0-02-205492-2	3
	3	978-0-02-205493-9	3
	4	978-0-02-205494-6	3
	5	978-0-02-205495-3	3
Language Development Prac. Book	K	978-0-02-204213-4	3
	1	978-0-02-204201-1	3
	2	978-0-02-204203-5	3
	3	978-0-02-204205-9	3
	4	978-0-02-204207-3	3
	5	978-0-02-204209-7	3
English Learner Resource Book	K	978-0-02-201949-5	5
	1	978-0-02-201943-3	3
	2	978-0-02-201944-0	3
	3	978-0-02-201945-7	3
	4	978-0-02-201946-4	3
	5	978-0-02-201947-1	3

<b>ELA 6-8 Student Materials Surplus</b>			
<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Student Edition	6	978-0-07-879623-4	65
	7	978-0-07-890096-9	65
	8	978-0-07-890097-6	65
Practice Book	6	978-0-07-890810-1	15
	7	978-0-07-890317-5	20
	8	978-0-07-890318-2	15
Grammar and Language Workbook	6	978-0-07-820539-5	15
	7	978-0-07-820540-9	8
	8	NA	NA
Grammar and Composition Handbook	6	978-0-07-825113-3	30
	7	978-0-07-825114-1	10
	8	978-0-07-825115-X	10
Backpack Reader (Graphic Novel)	6	978-0-07-889995-9	75
	7	978-0-07-889996-6	75
	8	978-0-07-889997-3	75
Spelling Power Workbook	7	978-0-07-826240-2	20
Wonders Content Reader	6	978-0-02-204344-5	75

<b>ELA 6-8 Teacher Materials Surplus</b>			
<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Teacher Edition	6	978-0-07-890098-3	3
	7	978-0-07-879627-2	2
	8	978-0-07-879628-9	2
Progress Monitoring	6	978-0-02-201819-1	10
	7	NA	10
	8	NA	10
Unit Assessment	6	978-0-02-204191-5	5
	7	NA	5
	8	NA	5
Read and Write	6	978-0-07-889590-8	10
Fine Art Transparencies	6	NA	3
	7	NA	2
Literary Element Transparencies	6	978-0-07-889235-6	1
Interactive Read-Aloud Anthology	6	978-0-02-202019-4	4
	7	NA	4
	8	NA	4
Backpack Reader Teacher Guide	6	978-0-07-889998-0	3
	7	978-0-07-889999-7	3
	8	NA	3
Assessment Resources	6	978-0-07-889142-7	4
	7	NA	4
	8	NA	4
Extra Support for Approaching and English Learners	6	978-0-07-891209-2	4
	7	NA	4
	8	NA	4
Read and Write	6	978-0-07-889546-3	4
	7	978-0-07-889598-2	4
	8	978-0-07-889599-9	4

<b>6-8 History Student Materials</b>			
<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Student Edition Textbook	6	0-07-868874-4	70
	7	0-07-868876-0	70
	8	0-07-869386-1	70
Reading Essentials and Study Guide	6	0-07-870308-5	70
	7	0-07-870264-X	70
	8	0-07-870382-4	70
Student Workbook	6	0-07-870306-9	70
	7	0-07-870266-6	70
	8	0-07-877922-7	70

**6-8 History Teacher Materials**

<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Discovering Our Past: Ancient Civilizations (Teacher Classroom Resources Package)	6	0-07-869380-2	3
Discovering Our Past: Medieval and Early Modern Times (Teacher Classroom Resources Package)	7	0-07-869374-8	3
Discovering Our Past: The American Journey to World War I (Teacher Classroom Resources Package)	8	0-07-869378-0	3

<b>K-5 History Teacher Materials</b>			
<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Teacher Edition Binder	K	1-4182-1184-2	4
	1	1-4182-1185-0	5
	2	1-4182-1186-9	4
	3	1-4182-1187-7	3
	4	1-4182-1188-5	3
	5	1-4182-1189-3	3
Text Transparencies	K	0-328-15112-2	4
	1	0-328-15113-0	5
	2	NA	4
	3	0-328-15115-7	3
	4	0-328-15116-5	3
	5	0-328-15480-6	3
ELA Transparencies	K	0-328-15106-8	4
	1	0-328-15107-6	5
	2	NA	4
	3	0-328-15109-2	3
	4	0-328-15110-6	3
	5	0-328-15111-4	3
Vocabulary Cards	K	NA	4
	1	0-328-16472-0	5
	2	NA	4
	3	0-328-16474-7	3
	4	NA	3
	5	0-328-16476-3	3
DVD	K	0-328-16800-9	4
	1	0-328-16801-7	5
	2	0-328-16802-5	4
	3	0-328-16803-3	3
	4	NA	3
	5	0-328-16805-X	3
Biography Cards	K	NA	4
	1	NA	5
	2	NA	4
	3	0-328-16468-2	3
	4	0-328-16475-5	3
	5	NA	3

<b>K-5 History Student Materials</b>			
<b>Item</b>	<b>Grade</b>	<b>ISBN</b>	<b># of copies</b>
Student Edition	K	978-0-32-820049-8	10
	1	978-0-32-820050-4	10
	2	978-0-32-820051-1	10
	3	978-0-32-816671-5	10
	4	978-0-32-816672-3	48
	5	978-0-32-816673-1	19
Primary Atlas	K-5	978-0-32-808331-3	50



**4. ADMINISTRATIVE: Action items:**

**4.2** Adoption of District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year

## **TIPTON ELEMENTARY SCHOOL DISTRICT**

### **Sunshine Proposal for Contract Negotiations with**

### **California School Employees Association**

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 California School Employees Association (“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 seven 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 2019-2020 contract negotiations with the Association.

#### **THE DISTRICT’S INITIAL PROPOSAL**

- Article 7: Wages
- Article 8: Health Benefits
- Article 12: Leaves of Absence

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 California School Employee Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year

**INITIAL PROPOSAL for a  
SUCCESSOR AGREEMENT to  
TIPTON ELEMENETARY SCHOOL DISTRICT from  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
And It's TIPTON CHAPTER No. 765  
2019-2020**

**ARTICLE 4 – EMPLOYEE RIGHTS**

**4.1 Professional Dues/Fees & Payroll Deductions**

Modify language for membership and dues deduction.

**ARTICLE 7 – WAGES**

CSEA seeks a fair and equitable salary increase.

**ARTICLE 8 - HEALTH BENEFITS**

The District shall provide for the full increase cost of Health and Welfare benefits for all eligible employees and their dependents.

## **4. ADMINISTRATIVE: Action items:**

### **4.4 English Learner Reclassification Criteria**



# TIPTON ELEMENTARY SCHOOL DISTRICT



## **Tipton Elementary Reclassification Criteria**

*All students must meet the following criteria in order to be reclassified as fluent English proficient (RFEP):*

1. An overall performance score of level 4 on the ELPAC.
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** LEA Medi-Cal Direct Billing Program OptiService Contract

## LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 7 day of May, 2019, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and TIPTON ELEMENTARY SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option Program.

### 1. MBT Responsibilities: MBT shall provide the following services to CLIENT:

- a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services (DHCS) to become a Medi-Cal provider, and track progress of enrollment to activation.
- b. Work with CLIENT's designated LEA Coordinator.
- c. Complete analysis of CLIENT's LEA Medi-Cal Billing Option Program and conduct annual strategic planning, assisting CLIENT to incorporate best practices to optimize reimbursement opportunities.
- d. Provide recommended billing tools and access to online claims entry application for submission of LEA Medi-Cal claims.
- e. Upon commencement of services, and monthly thereafter, submit CLIENT's student enrollment data to Medi-Cal for purposes of Medi-Cal's determination whether the student is eligible for Medi-Cal, and provide CLIENT the results of Medi-Cal's eligibility determination.
- f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
- g. Assist in development and implementation of prescriptions, protocols, and referral procedures.
- h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of LEA Medi-Cal Billing Option Program claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
- i. As directed by CLIENT, MBT will submit CLIENT's LEA Medi-Cal Billing Option Program billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
- j. Track and follow up with practitioners to assure claims are submitted in a timely manner in order to optimize reimbursements.
- k. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely in the discretion of MBT.
- l. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff is trained in HIPAA/FERPA regulations and is required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
- m. At CLIENT's request, MBT will provide Cost Reimbursement Comparison Schedule (CRCS) completion services to CLIENT in compliance with current program regulations. CLIENT shall be responsible for providing necessary fiscal reports to MBT upon request and in a timely manner, according to instructions developed by MBT.

### 2. Client Responsibilities: CLIENT shall do and perform each of the following:

- a. Register and become an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services (DHCS).
- b. Designate an LEA Program Coordinator.



- c. Provide to MBT on a quarterly basis, and more often if requested by MBT, complete district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying Medi-Cal eligibility with DHCS, and all information required to bill for CLIENT any LEA Medi-Cal or other health covered student, including but not limited to a complete list of students with IEP's in place, a complete list of students with Individual Health Service plans in place, and a list of students CLIENT has determined qualify for specialized medical transportation through the LEA Medi-Cal Billing Option Program.
  - d. Determine whether services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise MBT.
  - e. Fully and accurately complete and submit billing using MBT's OptiClaim software or electronic upload. Billing forms must include student name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner name.
  - f. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
  - g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
  - h. Assure CLIENT administration support of practitioner participation in the LEA Medi-Cal Billing Option Program and encourage and emphasize the importance of practitioner involvement in such Program.
  - i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
  - j. If MBT is providing CRCS completion services to CLIENT, Client shall provide all necessary documents and records to MBT necessary to complete the CRCS within 60 days of MBT's request each year.
  - k. Execute such other and further documents, including the annual report, as may be required by DHCS in order to carry out the purpose of this agreement.
3. **Payment:** CLIENT shall pay to MBT as compensation:

*A flat rate of \$200.00 per month, to be paid within 30 days of receipt of monthly invoice; or*

*An annual lump sum of \$2,160.00, payable within 30 days of receipt of invoice (representing an annual discount of ten percent (10%).*

*CLIENT's payment selection shall be evidenced by the checking of the box next to the option selected above. MBT may continue to invoice for services with service dates from previous years according to that year's agreement.*

The following fees will be charged for additional services provided at the specific request of CLIENT:

**a. Occupational Therapy Prescriptions, Physical Therapy Prescriptions, and Speech Protocols:**

At CLIENT's request, MBT will process any necessary physician referral for prescription for any Occupational Therapy services and Physical Therapy services that the CLIENT provides to students. CLIENT will pay MBT \$100.00 for each referral processed, whether a prescription is written or not. Rate schedule may be updated to reflect adjustments to physician rates without affecting the other terms of this contract.

At CLIENT's request, MBT will process a referral for a physician signed speech protocol in compliance with current program regulations. CLIENT will pay MBT \$500.00 for each speech protocol processed by MBT, whether the physician approves the protocol or not. Rate schedule may be updated to reflect adjustments to physician rates without affecting the other terms of this contract.

**b. CRCS Completion Services:**

If CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT \$50.00 per practitioner included in the report, but not less than \$250.00 and not more than \$5,000.00 for the completion of each annual CRCS report.

If recalculation of CRCS is required, CLIENT shall pay to MBT \$25.00 per practitioner included in the recalculated report, but not less than \$125.00 and not more than \$2,500.00 for the completion of the recalculated CRCS report.

If MBT is not the sole biller for CLIENT and CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT \$75.00 per practitioner included in the report, but not less than \$500.00 and not more than \$10,000.00 for the completion of each annual CRCS report.

**c. Changes After Submission of Billing:**

If CLIENT or CLIENT's providers request changes after MBT's **initial** submission of LEA Medi-Cal Billing Option Program billings, at CLIENT's request MBT shall prepare and submit the Claims Inquiry Form ("CIF") to DHCS to process such change. Because submission of the CIF is labor-intensive, CLIENT shall pay to MBT Ten Dollars (\$10.00) per claim submitted. No fee will be charged where the change requested is due to an error on the part of MBT.

4. **Late Fees:** CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past date of invoice.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA Medi-Cal billing.

5. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from date of service or such other duration as may be required by State and Federal laws, rules, and regulations.
6. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program billing and the identity of Medi-Cal eligible students shall be held



in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal Billing Option Program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the LEA Medi-Cal Billing Option Program .

7. **Limitation of Liability:** MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.

In no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

8. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2024 ("Termination Date"). On or before March 30 of each school year either party may terminate this Agreement for the upcoming school year by written notice to the other party. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement except as specifically set forth herein.

This Agreement may also be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the LEA Medi-Cal Billing Program terminates. In the event of termination prior to the completion of any school year, MBT shall not be required to provide CRCS completion services to CLIENT for the school year in progress.

9. **Submittals after Termination:** MBT shall, for a period of up to six months after the end of the school year in progress on the date of termination, continue to accept submittals from CLIENT for services provided by CLIENT through the end of the school year in progress on the date of termination, and shall submit billings for such services provided by CLIENT to DHCS for reimbursement. During the period set forth herein CLIENT shall have continued access to MBT's OptiClaim software. MBT shall continue to submit invoices to CLIENT for such billings per the payment schedule set forth in Section 3 above. Any submittals received by MBT from CLIENT for services provided in the school year following the date of termination shall be returned to CLIENT and shall not be processed by MBT for reimbursement.
10. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:



MBT  
Medical Billing Technologies, Inc.  
Attn: Reid Stephens, President  
P.O. Box 709  
Visalia, CA. 93279

CLIENT  
Tipton Elementary School District  
P.O. Box 787  
Tipton, CA 93272

11. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MBT Documents") provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT'S obligations under this agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
12. **Software as a Service Agreement:** CLIENT represents and agrees it has carefully examined and understands the Master Subscription Agreement for OptiClaim Software as a Service attached hereto and incorporated herein. MBT and CLIENT agree to be bound by each and all of the terms and provisions of the Master Subscription Agreement for OptiClaim Software.
13. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.
14. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this agreement shall be valid or binding.
15. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
16. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

**TIPTON ELEMENTARY SCHOOL DISTRICT**

By Stacey Bettencourt  
Authorized Signature

Dated: 4/5/19

Stacey Bettencourt  
(Printed name)  
Superintendent/Principal  
(Printed Title)

**MEDICAL BILLING TECHNOLOGIES, INC.**

By \_\_\_\_\_  
Reid Stephens, President

Dated: \_\_\_\_\_

**4. ADMINISTRATIVE: Action items:**

**4.6** Professional Service Agreement with SchoolWorks, Inc. for Developer Fee Study

# SchoolWorks, Inc.

8331 Sierra College Blvd., Suite #221  
Roseville, CA 95661  
Phone: (916) 733-0402  
www.SchoolWorksGIS.com



SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Tipton Elementary School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

Date:	Services Performed By:	Services Performed For:
March 12, 2019	SchoolWorks, Inc. 8331 Sierra College Blvd., Suite #221 Roseville, CA 95661 Phone: (916) 733-0402 www.SchoolWorksGIS.com	Tipton Elementary School District 370 North Evans Rd. Tipton, CA 93272-9400 Phone: (559) 752-4213

## LEVEL 1 DEVELOPER FEE STUDY

### Scope of Work

1. Developer Fee Study – Level 1:

Consultant shall prepare a Level 1 Developer Fee Study to justify the statutory fee rates for both residential and for commercial/industrial development. School Districts are authorized to collect these fees per Education Code Section 17620. The Study will include a sample Board Resolution to be adopted along with a sample Public Notice that needs to be published/posted at least fourteen (14) days prior to school Board approval.

The Level 1 Fees are adjusted every two years to account for the changes in the construction cost index. The most recent adjustment was made January 2018.

	2016 Rates	2018 Rates
Residential	\$3.48	\$3.79
Commercial/Industrial	\$0.56	\$0.61

## Pricing

Item Description	Cost
Level 1 Developer Fee Study	\$2,500

If SchoolWorks' presence is requested at additional school board meetings, OPSC site visits or other meetings, the district will be billed at \$140 per hour plus travel time and expenses.

## Payment Schedule

The consulting fees cited above, will be billed upon completion of the project. The amount of each billing is due within thirty (30) days of the date of the invoice. A late fee of 5% of the invoice amount will be charged if the amount due is not paid within sixty days of the date of the invoice.



# Conditions and Requirements

If the District does not qualify for a Level 1 fee in excess of the statutory Level 1 fee, a fifty percent (50%) discount will be given on the cost of the study.

## District to Provide

- (1) ~~Current CBEDS information~~  
(Enrollment must be separated by school site and grade level)
- (2) ~~Listing of developer fees collected over the past two (2) years. This should include the amount paid and the square footage for each permit~~
- (3) ~~Latest audit report~~

Tipton Elementary School District


SchoolWorks, Inc.

  
Signature

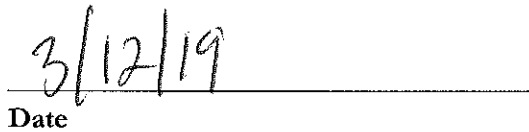
  
Signature

  
Name

Ken Reynolds  
Name

  
Title

President - SchoolWorks, Inc.  
Title

  
Date

March 12, 2019  
Date

**4. ADMINISTRATIVE: Action items:**

**4.7** Professional Services Agreement Funding and Eligibility under State School Facility Program (SFP) with SchoolWorks, Inc.

# PROFESSIONAL SERVICES AGREEMENT FUNDING AND ELIGIBILITY UNDER THE STATE SCHOOL FACILITY PROGRAM (SFP)



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<b>Date:</b>	<b>Services Performed By:</b>	<b>Services Performed For:</b>
April 10, 2019	SchoolWorks, Inc. 8331 Sierra College Blvd., #221 Roseville, CA 95661 Ph: (916) 733-0402 www.SchoolWorksGIS.com	Tipton Elementary School District Attn: Stacey Bettencourt, Superintendent 370 North Evans Road Tipton, CA 93272-9400 Phone: 559.752.4213

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SCHOOLWORKS, Inc. will contract to perform the tasks enumerated below for the prices indicated. Tipton Elementary School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

## SCOPE OF WORK - SCHOOLWORKS

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1. Consulting:

Assistance and guidance will be provided to the District in understanding the submittal requirements and for determining the best application submittal strategies and options for maximizing School Facilities Program Eligibility and State Funding within the State School Building Program.

2. Application Documents:

Prepare the qualification documents and supporting documentation which are necessary for the District to qualify in the State School Facility Program for maximum project state funding potential under the School Facilities Program Funding Act of 1998. (A complete turn-key operation.)

Each district is unique in maximizing State Funding Program Eligibility and State Funding within the State School Building Program. Because of these specific issues, different methods are utilized for accomplishing this goal.

Following is a listing of the many services offered by SchoolWorks that may or may not be a necessary component of the application process:

- Enrollment Projection Update – SAB 50-01
- Establish Baseline Capacity - SAB 50-02
- Modernization Eligibility Updates - SAB 50-03
  - Additional Buildings
  - Increased Enrollment
- Prepare Project Applications - SAB 50-04
- Prepare Fund Releases - SAB 50-05
- Assist with Expenditure Reports - SAB 50-06
- Representation at SAB Meetings
- Representation at Implementation Committee Meetings
- Monthly notes on SAB and Imp Committee actions
- Annual Meeting with Personal Consultant to review:
  - Eligibility Opportunities
  - Study Scenarios and Impact on Eligibility
  - Estimated Future Eligibility
  - Project Funding Calculations
  - Impact of Regulation Changes
- Meetings with OPSC in Sacramento
- Monitor Project Status
- Assistance with CDE Plan Approvals (4.07 & 4.08)

## Client Responsibilities

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1. CBEDS/CSIS/CALPADS, Non-Severe and/or Severe Special Education Enrollment and/or other enrollment data necessary to complete Application(s). This information should be broken down by school site and then by grade level for each school site.
2. Facilities and/or Financial information needed to complete Application(s)
3. Written Confirmation that the need for Vocational and Career Technical Education Facilities is being met relative to the new construction and/or modernization project (Note: not applicable for elementary schools or elementary school districts, but an explanation letter may be required).
4. Campus maps, provided by the District, will need to illustrate up-to-date information to be fine-tuned and labeled appropriately by SchoolWorks staff per SFP Application submittal requirements.

## Pricing

Prices quoted are contingent upon authorization of SchoolWorks to complete applications for which the District is eligible per applicable OPSC regulations and policies.

### Fees for forms to be completed as needed:

Item Description	Cost
Annual Base Fee	\$3,000
SAB 50-01 (Per Form)	\$1,500
SAB 50-02	\$1,500
SAB 50-03	\$1,500
SAB 50-04 (Per Project)	
Design Funding	\$1,500
Construction Phase	\$3,000
SAB 50-05 (Per Project)	\$500
SAB 50-06 (Per Form)	\$500
CDE 4.07 or 4.08	\$2,000
PIW – Project Information Worksheet	\$500
SAB 50-09 Charter School Funding Application	
Loan Application – State Treasurer’s Office	\$2,000
Funding Application – OPSC	\$3,000
SAB 50-10 Career Technical Education Funding	
Preliminary Apportionment	\$2,000
Final Apportionment	\$3,000
SAB 189 Appeal Request, Facility Hardship or Other	\$5,000
Financial Hardship Checklists and Applications	
Design Funding	\$7,500
Construction Phase	\$7,500
Financial Hardship Rereview	\$3,500

1. If SchoolWorks presence is requested at school board meetings, OPSC site visits or other meetings, the District will be billed at \$140 per hour, plus travel time and expenses.
2. This agreement may be terminated by either party with thirty (30) days’ notice, in writing, and the client will only be billed for work completed.

## Fee Schedule

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1. **Annual Eligibility Service:** The base fee will be billed upon receipt of the signed contract and each year thereafter, as long as this Contract remains in place. The amount is due within thirty days of the date of the invoice. Any amount due for form(s) completed during the contract period will be billed upon submittal of the form(s) to OPSC. The amount is due within thirty days of the date of the invoice.
2. **District Guarantee:** If the Office of Public School Construction (OPSC) or the State Allocation Board (SAB) disapproves an application for the District per the conditions stated herein below, there is no charge from SchoolWorks for that application. Any monies already paid by the District for an application which is disapproved will be completely refunded.
3. For purposes of this Agreement, the term "disapproved" means action has been taken by the OPSC or SAB to turn down or reject the application as not meeting OPSC or SAB requirements for approval because the application was not considered by OPSC as a "complete" application. If any 15-day letter or other pertinent notices are sent from the OPSC to the District regarding any application or project SchoolWorks submitted, SchoolWorks needs to receive a copy of the correspondence immediately via fax or email in order to expediently supply additional information to OPSC if requested and in order for the District to still qualify for this District Guarantee. Funding by the State, of course, cannot be guaranteed by SchoolWorks and the approval of a Special Appeal Request submitted by SchoolWorks to the OPSC and the SAB cannot be guaranteed by SchoolWorks.

## Conditions and Requirements

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1. The Application documents will be completed to satisfy the requirements of OPSC. The Application documents will be audited by SchoolWorks to ensure their mathematical accuracy. Responsibility for the accuracy of data supplied by the District lies with the District.
2. This portion of the agreement does not include the preparation of any of the documents necessary for the purchase of a new school site unless otherwise herein specified. However, if SchoolWorks is submitting SAB 50-04 funding request forms on behalf of the District, the SchoolWorks staff may assist the Architect towards the submission of the required forms to CDE for requesting Architectural Plan and Site Approval from CDE.

# Acceptance of Proposal & Notification to Proceed

1. (If or when applicable) The Board of Trustees of the District took action to approve this agreement between SchoolWorks Inc. and the Tipton Elementary School District, effective:

May 7, 2019 (date of approval)

2. (If, or when needed) SchoolWorks is authorized to contact the OPSC, CDE, DSA, DTSC and/or SAB on the District's behalf and the District grants permission for OPSC to release and provide to SchoolWorks any needed SAB Forms and historical documents.

Tipton Elementary School District

Stacey Bettencourt  
Signature

Stacey Bettencourt

Name

Superintendent/Principal

Title

April 29, 2019

Date

SchoolWorks, Inc.

Owen Alvarez  
Signature

Owen Alvarez

Name

Vice President - School Facility Program  
Consulting

Title

April 10, 2019

Date

## **4. ADMINISTRATIVE: Action items:**

### **4.8 Athletic Director Job Description**



# TIPTON ELEMENTARY SCHOOL DISTRICT

TITLE: Athletic Director

REPORTS TO: Principal

BOARD APPROVAL: SALARY: Hourly Rate up to \$2,500

## SUMMARY:

Under the immediate supervision of the school Principal and district administration. The primary function of the Athletic Director is to manage and oversee the district's P.E. and Athletic program.

## ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Schedule all sporting events and activities;
2. Organize and supervise all home games;
3. Coordinate /schedule physical education program for grades 6<sup>th</sup> -8<sup>th</sup>;
4. Distribute/collect playground equipment for primary grades;
5. Distribute and collect P.E./Sports equipment for K-8<sup>th</sup> grades;
6. Coordinate, supervise and implement all school related sports tournaments;
7. Inventory, purchase, and maintain all athletic and playground equipment;
8. Coordinate gym, building and athletic field use with the district office and maintain the district building use calendar;
9. Work with coaching staff and transportation supervisor to schedule all athletic departure times;
10. Coordinate gym use for practices and games and give final clearance for the use of either the gym or the athletic field;
11. Supervises equipment inventories;
12. Secure game workers for all sporting events including, referees, umpires, clock operators, score keepers, etc.;
13. Secures game support staff for athletic contests, clock operators, score keepers, etc. and submits the list of support staff for that contest to administration;
14. Must coach a team for at least 2 sports as part of the stipend;
15. Act as a resource person and coordinator for all coaches; and
16. Performs other duties as assigned.

## EMPLOYMENT STANDARDS:

Knowledge of:

Coaching experience preferred; position requires a working knowledgeable of rules and regulations for football, volleyball, soccer, basketball, baseball, softball; good organizational and communication skills; and ability to work cooperatively with others.

## EXPERIENCE:

Any combination of training and experience which would likely provide the required knowledge and abilities in order to qualify. A typical way to obtain the required knowledge and abilities would be:

Previous coaching experience is highly desirable.

## CERTIFICATES, LICENSE, REGISTRATIONS:

CPR and First Aid Certified

## **5. FINANCE: Action items:**

### **5.1 Vendor Payments**

**APY List**

March 16, 2019 through April 30, 2019

<b>Vendor No</b>	<b>Vendor Name</b>	<b>Reference Number</b>	<b>Payment Date</b>	<b>Invoice Number/Desc.</b>	<b>AccountCode</b>	<b>Amount</b>
13456	A & G TELEPHONE SERVICE, INC.	191246	04/05/2019	4984	010-81500-0-00000-81000-58000-0	\$327.50
13971	ALMEIDA, VIRGINIA	191187	03/29/2019	Parent-Ch Group	010-90336-0-11100-10000-43000-0	\$22.78
13971	ALMEIDA, VIRGINIA	191190	03/29/2019	Conference	010-90336-0-11100-10000-52000-0	\$177.96
13971	ALMEIDA, VIRGINIA	191189	03/29/2019	1/6-1/31 Home Visits	010-90336-0-11100-10000-52000-0	\$38.28
13971	ALMEIDA, VIRGINIA	191188	03/29/2019	2/3-2/28 Home Visits	010-90336-0-11100-10000-52000-0	\$36.19
13036	AMERICAN FIDELITY	191279	04/12/2019	March 2019	010-00000-0-00000-00000-95024-0	\$340.38
13036	AMERICAN FIDELITY	191280	04/12/2019	September 2018	010-00000-0-00000-00000-95024-0	\$370.06
13036	AMERICAN FIDELITY	191281	04/12/2019	December 2018	010-00000-0-00000-00000-95024-0	\$347.46
12788	ARAMARK UNIFORM SERVICES INC	191154	03/29/2019	602077175	010-00000-0-00000-81000-55000-0	\$275.31
12788	ARAMARK UNIFORM SERVICES INC	191153	03/29/2019	602070024	010-00000-0-00000-81000-55000-0	\$282.01
12788	ARAMARK UNIFORM SERVICES INC	191247	04/05/2019	602084419	010-00000-0-00000-81000-55000-0	\$275.31
12788	ARAMARK UNIFORM SERVICES INC	191282	04/12/2019	602091605	010-00000-0-00000-81000-55000-0	\$275.31
13905	AT&T	191152	03/29/2019	000012760408	010-00000-0-00000-82000-59000-0	\$137.07
13905	AT&T	191298	04/12/2019	000012852706	010-00000-0-00000-82000-59000-0	\$19.07
13903	A-Z BUS SALES	191181	03/29/2019	02P456084	010-07230-0-00000-36000-43000-0	\$264.42
14101	B&B PEST CONTROL SERVICE	191155	03/29/2019	01-TIP-02-19	010-00000-0-00000-81000-58000-0	\$170.00
12956	BETTY BRITE CLEANERS	191248	04/05/2019	03-00026	010-00000-0-11100-10000-58000-0	\$36.00
12360	CA Department of Tax and Fee	191299	04/12/2019	2019QTR1.DIESLTAX	010-07230-0-00000-36000-58000-0	\$15.90
12548	CALIFORNIA TURF EQUIP. & SUPP.	191283	04/12/2019	406517	010-81500-0-00000-81000-58000-0	\$127.76
13309	CASBO	191241	03/29/2019	PAYROLLCONCPT3.25.19	010-00000-0-00000-72000-52000-0	\$305.00
13459	DELL MARKETING L.P.	191311	04/12/2019	10308106920	010-00000-0-11100-10000-44000-0	\$1,259.09
13459	DELL MARKETING L.P.	191310	04/12/2019	10308106920	010-07200-0-11100-10000-44000-0	\$839.40
5481	EMPLOYMENT DEVELOPMENT DEPT.	191300	04/12/2019	94238433 QTR1.2019	010-00000-0-00000-00000-95025-0	\$496.45
13831	F & M BANK VISA	191243	03/29/2019	#8230 MUNOZ	010-00000-0-00000-71000-58000-0	\$3.20
13831	F & M BANK VISA	191267	04/05/2019	309080663035787	010-00000-0-00000-81000-43000-0	\$342.72
13831	F & M BANK VISA	191266	04/05/2019	389080048364914	010-00000-0-00000-81000-43000-0	\$232.80
14356	FIREFLY COMPUTERS, LLC.	191249	04/05/2019	157957	010-30100-0-11100-10000-43000-0	\$1,129.44
14102	FOLLETT SCHOOL SOLUTIONS, INC.	191250	04/05/2019	1351501	010-07200-0-11100-24203-43000-0	\$500.86
14359	FRONTLINE TECH. GROUP LLC	191191	03/29/2019	INVUS94845	010-00000-0-00000-72000-58000-0	\$3,400.00
14359	FRONTLINE TECH. GROUP LLC	191192	03/29/2019	INVUS94846	010-00000-0-00000-72000-58000-0	\$1,001.02
14146	GINA M. MAGANA	191195	03/29/2019	Lottery	010-11000-0-11100-10000-43000-0	\$9.18
14146	GINA M. MAGANA	191268	04/05/2019	BOOKS.CLSS.LOTRYEXP	010-11000-0-11100-10000-43000-0	\$65.67
14315	HCI SYSTEMS	191318	04/12/2019	125363	010-00000-0-00000-81000-43000-0	\$309.00
14315	HCI SYSTEMS	191317	04/12/2019	126319	010-00000-0-00000-81000-43000-0	\$1,059.00
14315	HCI SYSTEMS	191316	04/12/2019	125363	010-00000-0-00000-81000-58000-0	\$310.00

<b>Vendor No</b>	<b>Vendor Name</b>	<b>Reference Number</b>	<b>Payment Date</b>	<b>Invoice Number/Desc.</b>	<b>AccountCode</b>	<b>Amount</b>
13920	HEINKS, DESIREE	191301	04/12/2019	PARENT.NITE.RAF.REIM	010-07200-0-00000-24950-43000-0	\$89.59
13920	HEINKS, DESIREE	191304	04/12/2019	MILE.REIMB.4.5.19	010-07200-0-11100-10000-52000-0	\$61.48
13920	HEINKS, DESIREE	191302	04/12/2019	CALED.MATH REIMB	010-90111-0-11100-10000-52000-0	\$359.31
13745	JENNIFER HATFIELD	191182	03/29/2019	Cal-ED	010-90111-0-11100-10000-52000-0	\$26.57
13740	LAURA LANDEROS	191194	03/29/2019	Lottery	010-11000-0-11100-10000-43000-0	\$99.24
13961	LOWE'S	191242	03/29/2019	908236 xxx7242	010-00000-0-00000-81000-43000-0	\$306.29
13961	LOWE'S	191269	04/05/2019	983340	010-00000-0-00000-81000-43000-0	\$13.72
13961	LOWE'S	191270	04/05/2019	908471	010-00000-0-00000-81000-43000-0	\$42.13
12270	LOZANO SMITH	191184	03/29/2019	2077783	010-00000-0-00000-71000-58000-0	\$271.42
12270	LOZANO SMITH	191183	03/29/2019	2077782	010-00000-0-00000-71000-58000-0	\$7.41
12270	LOZANO SMITH	191160	03/29/2019	2077781	010-00000-0-00000-71000-58000-0	\$24.68
12270	LOZANO SMITH	191161	03/29/2019	2077782	010-00000-0-00000-71000-58000-0	\$3,101.64
14286	LRP PUBLICATIONS	191193	03/29/2019	4436097	010-00000-0-00000-71000-58000-0	\$319.50
14092	MEDICAL BILLING TECH, INC.	191162	03/29/2019	AR-28709	010-56400-0-11100-10000-58000-0	\$7.56
14092	MEDICAL BILLING TECH, INC.	191252	04/05/2019	AR-28791	010-56400-0-11100-10000-58000-0	\$8.56
13882	MOBILE MODULAR MGT. CORP.	191163	03/29/2019	1906006	010-00000-0-00000-81000-56000-0	\$560.00
13882	MOBILE MODULAR MGT. CORP.	191164	03/29/2019	1905973	010-00000-0-00000-81000-56000-0	\$560.00
13882	MOBILE MODULAR MGT. CORP.	191165	03/29/2019	1905911	010-00000-0-00000-81000-56000-0	\$560.00
14363	NUTRIEN AG SOLUTIONS	191271	04/05/2019	38277819	010-00000-0-00000-81000-43000-0	\$530.67
12836	OFFICE DEPOT, INC.	191206	03/29/2019	288060861001	010-00000-0-00000-72000-43000-0	\$15.18
12836	OFFICE DEPOT, INC.	191207	03/29/2019	288025777001	010-00000-0-00000-72000-43000-0	\$254.92
12836	OFFICE DEPOT, INC.	191208	03/29/2019	288025777001	010-00000-0-00000-72000-43000-0	\$232.53
12836	OFFICE DEPOT, INC.	191227	03/29/2019	283911007001	010-11000-0-11100-10000-43000-0	\$33.28
12836	OFFICE DEPOT, INC.	191228	03/29/2019	287285506001	010-11000-0-11100-10000-43000-0	\$31.13
12836	OFFICE DEPOT, INC.	191229	03/29/2019	287285787001	010-11000-0-11100-10000-43000-0	\$145.16
12836	OFFICE DEPOT, INC.	191230	03/29/2019	287285786001	010-11000-0-11100-10000-43000-0	\$19.74
12836	OFFICE DEPOT, INC.	191209	03/29/2019	279863937001	010-11000-0-11100-10000-43000-0	\$110.24
12836	OFFICE DEPOT, INC.	191210	03/29/2019	279935418001	010-11000-0-11100-10000-43000-0	\$21.54
12836	OFFICE DEPOT, INC.	191218	03/29/2019	282009899001	010-11000-0-11100-10000-43000-0	\$7.81
12836	OFFICE DEPOT, INC.	191219	03/29/2019	282023985001	010-11000-0-11100-10000-43000-0	\$225.13
12836	OFFICE DEPOT, INC.	191220	03/29/2019	283760717001	010-11000-0-11100-10000-43000-0	\$141.48
12836	OFFICE DEPOT, INC.	191231	03/29/2019	284783428001	010-11000-0-11100-10000-43000-0	\$33.66
12836	OFFICE DEPOT, INC.	191232	03/29/2019	284783679002	010-11000-0-11100-10000-43000-0	\$50.90
12836	OFFICE DEPOT, INC.	191233	03/29/2019	284783679001	010-11000-0-11100-10000-43000-0	\$66.87
12836	OFFICE DEPOT, INC.	191234	03/29/2019	288744053001	010-11000-0-11100-10000-43000-0	\$86.99
12836	OFFICE DEPOT, INC.	191235	03/29/2019	288743949001	010-11000-0-11100-10000-43000-0	\$17.11
12836	OFFICE DEPOT, INC.	191211	03/29/2019	279863937002	010-11000-0-11100-10000-43000-0	\$13.62
12836	OFFICE DEPOT, INC.	191212	03/29/2019	284894574001	010-11000-0-11100-10000-43000-0	\$80.18
12836	OFFICE DEPOT, INC.	191213	03/29/2019	284896322001	010-11000-0-11100-10000-43000-0	\$16.36
12836	OFFICE DEPOT, INC.	191214	03/29/2019	284896321001	010-11000-0-11100-10000-43000-0	\$11.60



<u>Vendor No</u>	<u>Vendor Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Invoice Number/Desc.</u>	<u>AccountCode</u>	<u>Amount</u>
12836	OFFICE DEPOT, INC.	191215	03/29/2019	271569717002	010-11000-0-11100-10000-43000-0	\$36.03
12836	OFFICE DEPOT, INC.	191216	03/29/2019	279979777001	010-11000-0-11100-10000-43000-0	\$136.02
12836	OFFICE DEPOT, INC.	191217	03/29/2019	279971041001	010-11000-0-11100-10000-43000-0	\$18.03
12836	OFFICE DEPOT, INC.	191221	03/29/2019	283847163001	010-11000-0-11100-10000-43000-0	\$4.41
12836	OFFICE DEPOT, INC.	191222	03/29/2019	283834028001	010-11000-0-11100-10000-43000-0	\$169.68
12836	OFFICE DEPOT, INC.	191223	03/29/2019	283886916001	010-11000-0-11100-10000-43000-0	\$89.84
12836	OFFICE DEPOT, INC.	191224	03/29/2019	281948359001	010-11000-0-11100-10000-43000-0	\$77.16
12836	OFFICE DEPOT, INC.	191225	03/29/2019	288070069001	010-11000-0-11100-10000-43000-0	\$124.98
12836	OFFICE DEPOT, INC.	191226	03/29/2019	283911006001	010-11000-0-11100-10000-43000-0	\$89.90
12836	OFFICE DEPOT, INC.	191254	04/05/2019	289752510001	010-11000-0-11100-10000-43000-0	\$137.90
12836	OFFICE DEPOT, INC.	191255	04/05/2019	290569506001	010-11000-0-11100-10000-43000-0	\$12.06
12836	OFFICE DEPOT, INC.	191256	04/05/2019	290569091001	010-11000-0-11100-10000-43000-0	\$99.66
12836	OFFICE DEPOT, INC.	191253	04/05/2019	287285785001	010-11000-0-11100-10000-43000-0	\$17.98
14324	PACIFIC WESTERN BANK PAYMENTS	191321	04/26/2019	04090109152-01000	010-99900-0-00000-91000-74380-0	\$21,632.61
14273	PITNEY BOWES INC	191166	03/29/2019	1011593038	010-00000-0-00000-72000-59000-0	\$88.80
14360	PV BUSINESS SOLUTION INC.	191312	04/12/2019	22038	010-00000-0-00000-81000-43000-0	\$298.50
14111	SISC	191236	03/29/2019	March 2019	010-00000-0-00000-00000-95024-0	\$59,969.06
14111	SISC	191307	04/12/2019	APR.ACTIVE.EE.H/W	010-00000-0-00000-00000-95024-0	\$59,993.06
14111	SISC	191236	03/29/2019	March 2019	010-00000-0-00000-00000-95028-0	\$7,031.40
14111	SISC	191306	04/12/2019	APR.RETIREE.H/W	010-00000-0-00000-00000-95028-0	\$7,031.40
14111	SISC	191236	03/29/2019	March 2019	010-00000-0-00000-71000-34020-0	\$6,992.40
14111	SISC	191319	04/12/2019	APRL BOARD H/W	010-00000-0-00000-71000-34020-0	\$6,992.40
14111	SISC	191236	03/29/2019	March 2019	010-00000-0-00000-72000-58000-0	\$531.52
5383	SOUTHERN CALIF EDISON CO	191172	03/29/2019	2/20-3/21/19	010-99900-0-00000-81000-55000-0	\$151.12
5383	SOUTHERN CALIF EDISON CO	191260	04/05/2019	2/20-3/21/2019	010-99900-0-00000-81000-55000-0	\$3,011.04
13902	SOUTHWEST SCH. & OFFICE SUPPLY	191171	03/29/2019	PINV0546349	010-00000-0-11100-10000-43000-0	\$335.32
13902	SOUTHWEST SCH. & OFFICE SUPPLY	191170	03/29/2019	PINV0549099	010-11000-0-11100-10000-43000-0	\$1,926.57
13527	STARLING, TIM	191198	03/29/2019	7th Gr. Parent Night	010-07200-0-00000-24950-43000-0	\$76.41
13478	STUDIES WEEKLY, INC.	191292	04/12/2019	258324	010-07200-0-11100-10000-42000-0	\$13,660.98
13267	Supplyworks	191240	03/29/2019	483038733	010-81500-0-00000-81000-43000-0	\$467.75
13267	Supplyworks	191237	03/29/2019	480857457	010-81500-0-00000-81000-43000-0	\$232.19
13267	Supplyworks	191238	03/29/2019	483101978	010-81500-0-00000-81000-43000-0	\$334.24
13267	Supplyworks	191239	03/29/2019	483101986	010-81500-0-00000-81000-43000-0	\$1,303.23
13130	SYSCO FOOD SERVICES	191201	03/29/2019	184943494	010-00000-0-11100-10000-43000-0	\$286.86
13130	SYSCO FOOD SERVICES	191199	03/29/2019	184943495	010-60100-0-11100-10000-43000-0	\$426.96
13130	SYSCO FOOD SERVICES	191200	03/29/2019	184951605	010-60100-0-11100-10000-43000-0	\$116.33
13130	SYSCO FOOD SERVICES	191273	04/05/2019	184961282	010-60100-0-11100-10000-43000-0	\$222.59
13130	SYSCO FOOD SERVICES	191274	04/05/2019	184951605	010-60100-0-11100-10000-43000-0	\$116.33
13361	TECHNICAL SMOKE TESTING	191175	03/29/2019	819526	010-07230-0-00000-36000-58000-0	\$300.00
11541	TF TIRE & SERVICE	191309	04/12/2019	TP-968324	010-07230-0-00000-36000-43000-0	\$711.82

Vendor No	Vendor Name	Reference Number	Payment Date	Invoice Number/Desc.	AccountCode	Amount
13828	THE DIESEL DOCTOR	191204	03/29/2019	43720	010-07230-0-00000-36000-56000-0	\$3,313.25
13828	THE DIESEL DOCTOR	191203	03/29/2019	43762	010-07230-0-00000-36000-56000-0	\$220.83
5388	THE GAS COMPANY	191185	03/29/2019	2/15-3/19/2019	010-00000-0-00000-81000-55000-0	\$2,213.69
12264	TIPTON AUTO PARTS	191264	04/05/2019	06482	010-81500-0-00000-81000-43000-0	\$111.90
5760	TIPTON COMMUNITY SERVICES DIST	191265	04/05/2019	2/27-3/29/2019	010-00000-0-00000-81000-55000-0	\$664.82
5763	TIPTON SCH REV CASH FUND	191202	03/29/2019	Reim	010-07200-0-00000-24950-43000-0	\$85.72
13605	TULARE CO. OFFICE OF EDUCATION	191308	04/12/2019	192049	010-40350-0-11100-10000-52000-0	\$500.00
13463	TULARE COUNTY OFFICE OF EDUCAT	191176	03/29/2019	191838	010-90111-0-11100-10000-52000-0	\$1,075.00
12324	TULE TRASH COMPANY	191293	04/12/2019	94102872	010-00000-0-00000-81000-55000-0	\$655.67
13496	VALLEY PACIFIC PET. SERV., INC	191180	03/29/2019	19-645312	010-07230-0-00000-36000-43000-0	\$813.46
13333	VERIZON WIRELESS	191205	03/29/2019	9826522395	010-00000-0-00000-81000-59000-0	\$500.79
14325	VIVIANA RAMIREZ	191196	03/29/2019	Mileage	010-90336-0-11100-10000-52000-0	\$94.14
14354	WIZIX TECH GROUP INC	191244	03/29/2019	95705	010-00000-0-00000-72000-58000-0	\$36.06
14354	WIZIX TECH GROUP INC	191275	04/05/2019	101696	010-00000-0-00000-72000-58000-0	\$358.57
14354	WIZIX TECH GROUP INC	191276	04/05/2019	101697	010-00000-0-00000-72000-58000-0	\$182.12
14354	WIZIX TECH GROUP INC	191278	04/05/2019	101699	010-00000-0-00000-72000-58000-0	\$466.23
14354	WIZIX TECH GROUP INC	191277	04/05/2019	101698	010-00000-0-00000-72000-58000-0	\$94.19
14354	WIZIX TECH GROUP INC	191186	03/29/2019	79041	010-00000-0-11100-10000-58000-0	\$19.81

010-General Fund Total Expenditures:

\$230,027.59

**FUND 130 CAFETERIA**

14101	B&B PEST CONTROL SERVICE	191156	03/29/2019	01-TIP-02-19	130-53100-0-00000-37000-58000-0	\$40.00
14246	FRESNO PRODUCE INC	191158	03/29/2019	901258	130-53100-0-00000-37000-47000-0	\$372.54
14246	FRESNO PRODUCE INC	190012	03/29/2019	C910275	130-53100-0-00000-37000-47000-0	(\$69.00)
14246	FRESNO PRODUCE INC	191157	03/29/2019	919308	130-53100-0-00000-37000-47000-0	\$432.82
14246	FRESNO PRODUCE INC	191251	04/05/2019	921060	130-53100-0-00000-37000-47000-0	\$493.13
14246	FRESNO PRODUCE INC	191286	04/12/2019	921925	130-53100-0-00000-37000-47000-0	\$28.50
14246	FRESNO PRODUCE INC	191287	04/12/2019	921933	130-53100-0-00000-37000-47000-0	\$387.15
12921	GOLD STAR FOODS INC.	191159	03/29/2019	2694758	130-53100-0-00000-37000-47000-0	\$293.68
12921	GOLD STAR FOODS INC.	191288	04/12/2019	2708157	130-53100-0-00000-37000-47000-0	\$2,034.03
12921	GOLD STAR FOODS INC.	191289	04/12/2019	2709665	130-53100-0-00000-37000-47000-0	\$271.13
14287	P & R Paper Supply Company, In	191290	04/12/2019	10669846-00	130-53100-0-00000-37000-43000-0	\$637.10
13191	PRODUCERS DAIRY FOODS	191168	03/29/2019	2523711	130-53100-0-00000-37000-47000-0	\$538.55
13191	PRODUCERS DAIRY FOODS	191169	03/29/2019	2523712	130-53100-0-00000-37000-47000-0	\$501.09
13191	PRODUCERS DAIRY FOODS	191167	03/29/2019	2517442	130-53100-0-00000-37000-47000-0	\$457.06
13191	PRODUCERS DAIRY FOODS	191257	04/05/2019	2528521	130-53100-0-00000-37000-47000-0	\$508.13
13191	PRODUCERS DAIRY FOODS	191258	04/05/2019	2528522	130-53100-0-00000-37000-47000-0	\$358.83



Vendor No	Vendor Name	Reference Number	Payment Date	Invoice Number/Desc.	AccountCode	Amount
13191	PRODUCERS DAIRY FOODS	191259	04/05/2019	2533650	130-53100-0-00000-37000-47000-0	\$429.24
14357	SANCHEZ CONNIE	191197	03/29/2019	Cafeteria	130-53100-0-00000-37000-43000-0	\$39.60
13130	SYSCO FOOD SERVICES	191303	04/12/2019	184626096	130-53100-0-00000-37000-43000-0	\$495.32
13130	SYSCO FOOD SERVICES	191272	04/05/2019	184622516	130-53100-0-00000-37000-44000-0	\$2,861.14
13130	SYSCO FOOD SERVICES	191303	04/12/2019	184626096	130-53100-0-00000-37000-44000-0	\$706.34
13130	SYSCO FOOD SERVICES	191173	03/29/2019	184943496	130-53100-0-00000-37000-47000-0	\$2,058.22
13130	SYSCO FOOD SERVICES	191174	03/29/2019	184951604	130-53100-0-00000-37000-47000-0	\$2,101.73
13130	SYSCO FOOD SERVICES	191261	04/05/2019	184951604	130-53100-0-00000-37000-47000-0	\$2,101.73
13130	SYSCO FOOD SERVICES	191262	04/05/2019	184955967	130-53100-0-00000-37000-47000-0	\$46.35
13130	SYSCO FOOD SERVICES	191263	04/05/2019	184961281	130-53100-0-00000-37000-47000-0	\$127.05
12324	TULE TRASH COMPANY	191294	04/12/2019	94102873	130-53100-0-00000-81000-55000-0	\$1,075.50
13412	US SOAP WEST, LLC	191177	03/29/2019	22214	130-53100-0-00000-37000-58000-0	\$298.37
12650	VALLEY FOOD SERVICE	191178	03/29/2019	363446	130-53100-0-00000-37000-47000-0	\$784.68
12650	VALLEY FOOD SERVICE	191179	03/29/2019	359561	130-53100-0-00000-37000-47000-0	\$762.50
12650	VALLEY FOOD SERVICE	191297	04/12/2019	364788	130-53100-0-00000-37000-47000-0	\$1,548.55

**130-Cafeteria Fund Total Expenditures:**

**\$22,721.06**

**FUND 210 BUILDING FUND**

13483	DIVISION OF THE STATE ARCHITEC	191320	04/26/2019	02-8473	210-99900-0-00000-85000-62000-0	\$23,324.91
14355	QUALITY LANDSCAPE INC	191245	03/29/2019	12489	210-99901-0-00000-85000-61700-0	\$5,546.34

**210- Building Fund Total Expenditures**

**\$28,871.25**

**FUND 250 DEVELOPER FEES**

12498	VISALIA TIMES-DELTA	191313	04/12/2019	0002359808	251-99620-0-00000-72000-58000-0	\$379.54
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**250- Developer Fee Fund Total Expenditures**

**\$379.54**

**TOTAL PAYMENTS**

**\$281,999.44**

## **5. FINANCE: Action items:**

### **5.2 Budget Revisions**



# Budget Revision Report

**Bdg Revision Final**

**Control Number: 43040339**

Account Classification		Approved / Revised	Change Amount	Proposed Budget
<b>Fund: 0100</b>	<b>General Fund</b>			
<b>Expenditures</b>				
	010-00000-0-11100-10000-43000-0	\$34,000.00	(\$1,000.00)	\$33,000.00
	010-00000-0-11100-10000-44000-0	\$2,000.00	\$1,000.00	\$3,000.00
	010-07200-0-11100-24900-42000-0	\$0.00	\$15,000.00	\$15,000.00
	010-07200-0-11100-24900-43000-0	\$15,000.00	(\$15,000.00)	\$0.00
	010-07230-0-00000-36000-43000-0	\$37,000.00	(\$2,000.00)	\$35,000.00
	010-60100-0-11100-10000-43000-0	\$10,101.00	\$4,000.00	\$14,101.00
	010-60100-0-11100-10000-44000-0	\$4,000.00	(\$4,000.00)	\$0.00
	010-63000-0-11100-10000-42000-0	\$80,000.00	\$20,000.00	\$100,000.00
	010-63870-0-11100-10000-44000-0	\$2,000.00	\$1,600.00	\$3,600.00
<b>Books and Supplies</b>		<b>\$184,101.00</b>	<b>\$19,600.00</b>	<b>\$203,701.00</b>
	010-00000-0-00000-71000-58000-0	\$30,000.00	(\$3,475.00)	\$26,525.00
	010-00000-0-00000-71910-58000-0	\$23,000.00	\$3,475.00	\$26,475.00
	010-07200-0-11100-10000-53000-0	\$21,000.00	(\$5,000.00)	\$16,000.00
	010-07200-0-11100-10000-58000-0	\$25,000.00	\$5,000.00	\$30,000.00
	010-07230-0-00000-36000-56000-0	\$4,500.00	\$4,000.00	\$8,500.00
	010-07230-0-00000-36000-58000-0	\$20,479.00	(\$2,000.00)	\$18,479.00
<b>Services, Other Operating Expenses</b>		<b>\$123,979.00</b>	<b>\$2,000.00</b>	<b>\$125,979.00</b>
	010-63870-0-11100-10000-64000-0	\$10,000.00	(\$1,600.00)	\$8,400.00
<b>Capital Outlay</b>		<b>\$10,000.00</b>	<b>(\$1,600.00)</b>	<b>\$8,400.00</b>
	010-00000-0-00000-91000-74380-0	\$0.00	\$23,625.00	\$23,625.00
	010-00000-0-00000-91000-74390-0	\$23,625.00	(\$23,625.00)	\$0.00
<b>Other Outgo</b>		<b>\$23,625.00</b>	<b>\$0.00</b>	<b>\$23,625.00</b>
<b>Total Expenditures</b>		<b>\$341,705.00</b>	<b>\$20,000.00</b>	<b>\$361,705.00</b>

# Budget Revision Report

Bdg Revision Final

Control Number: 43040339

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Budgeted Unappropriated Fund Balance before this adjustment:		\$2,242,480.06	
Total Adjustment to Unappropriated Fund Balance:		(\$20,000.00)	
Budgeted Unappropriated Fund Balance after this adjustment:		\$2,222,480.06	

# Budget Revision Report

**Bdg Revision Final**

**Control Number: 43040339**

Account Classification		Approved / Revised	Change Amount	Proposed Budget
<b>Fund: 2100</b>	<b>Building Fund</b>			
<b>Expenditures</b>				
	210-99900-0-00000-85000-62000-0	\$71,527.76	\$23,324.91	\$94,852.67
	210-99901-0-00000-85000-61700-0	\$150,472.24	(\$472.24)	\$150,000.00
<b>Capital Outlay</b>		\$222,000.00	\$22,852.67	\$244,852.67
	210-99900-0-00000-91000-74380-0	\$21,992.00	(\$0.83)	\$21,991.17
<b>Other Outgo</b>		\$21,992.00	(\$0.83)	\$21,991.17
<b>Total Expenditures</b>		\$243,992.00	\$22,851.84	\$266,843.84
<b>Other Financing Sources/Uses</b>				
	210-99901-0-00000-00000-89190-0	\$0.00	\$19,674.35	\$19,674.35
<b>Transfers In</b>		\$0.00	\$19,674.35	\$19,674.35
	210-99900-0-00000-00000-89900-0	\$0.00	(\$130,325.65)	(\$130,325.65)
	210-99901-0-00000-00000-89900-0	\$0.00	\$130,325.65	\$130,325.65
<b>Contributions</b>		\$0.00	\$0.00	\$0.00
<b>Budgeted Unappropriated Fund Balance before this adjustment:</b>			<b>\$3,177.49</b>	
<b>Total Adjustment to Unappropriated Fund Balance:</b>			<b>(\$3,177.49)</b>	
<b>Budgeted Unappropriated Fund Balance after this adjustment:</b>			<b>\$0.00</b>	

# Budget Revision Report

**Bdg Revision Final**

**Control Number: 43040339**

Account Classification		Approved / Revised	Change Amount	Proposed Budget
<b>Fund: 2510</b>	<b>Developer Fees Fund</b>			
	<b>Revenues</b>			
	251-99620-0-00000-00000-86600-0	\$97.64	\$39.84	\$137.48
	251-99620-0-00000-00000-86810-0	\$6,129.02	\$5,334.42	\$11,463.44
	<b>Other Local Revenues</b>	\$6,226.66	\$5,374.26	\$11,600.92
	<b>Total Revenues</b>	\$6,226.66	\$5,374.26	\$11,600.92
	<b>Expenditures</b>			
	251-99620-0-00000-72000-58000-0	\$0.00	\$1,000.00	\$1,000.00
	<b>Services, Other Operating Expenses</b>	\$0.00	\$1,000.00	\$1,000.00
	251-99620-0-00000-85000-62000-0	\$8,153.97	(\$1,000.00)	\$7,153.97
	<b>Capital Outlay</b>	\$8,153.97	(\$1,000.00)	\$7,153.97
	<b>Total Expenditures</b>	\$8,153.97	\$0.00	\$8,153.97
	<b>Budgeted Unappropriated Fund Balance before this adjustment:</b>		<b>\$2,664.26</b>	
	<b>Total Adjustment to Unappropriated Fund Balance:</b>		<b>\$5,374.26</b>	
	<b>Budgeted Unappropriated Fund Balance after this adjustment:</b>		<b>\$8,038.52</b>	

# Budget Revision Report

Bdg Revision Final

Control Number: 43040339

Account Classification

Approved / Revised

Change Amount

Proposed Budget

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** Preconstruction Meeting Notes with Quality Landscape

## PRECONSTRUCTION MEETING

Issue Date: April xx, 2019

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<b>PROJECT:</b>	Landscape Improvements at Tipton Elem School	<b>MEETING DATE:</b>	April 9, 2019
<b>LOCATION:</b>	Project Site	<b>MAI PROJECT NO.:</b>	1473B
<b>OWNER:</b>	Tipton Elementary School District	<b>OWNER'S REPRESENTATIVE:</b>	Stacey Bettencourt
<b>CONTRACTOR:</b>	Quality Landscape Construction Inc.	<b>PROJECT INSPECTOR:</b>	
<b>ATTENDEES:</b>	See attached list of attendees		

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The purpose of this preconstruction meeting is to assure an understanding of the Contract Documents, establish clear lines of communication, review schedules, and establish administrative procedures and a working relationship among the parties. **Verbal discussions and their documentation in this memorandum do not alter the requirements of the Contract Documents. The Contract Documents may only be modified by signed Change Order.**

### A. Project Information:

#### 1. Owner:

Tipton Elementary School District  
370 N. Evans Road  
Tipton, CA 93272  
(559) 752-4213 Fax. 752-1231

Owner Representative: Stacey Bettencourt  
Email: sbettencourt@tipton.k12.ca.us  
Jacob Munoz, jmunoz@tipton.k12.ca.us  
Fausto Martin, fmartin@tipton.k12.ca.us

#### 3. Contractor:

Quality Landscape Construction Inc.  
4055A E. Walnut Avenue  
Visalia, CA 93292  
(559) 733-1388 Fax. 733-1311

Contact: Matthew Swanson  
Superintendent: Contact name  
Email: office@qualitylandscapeconstruction.com

#### 2. Architect:

Mangini Associates Inc.  
4320 W. Mineral King Avenue  
Visalia, CA 93291  
(559) 627-0530 Fax. 627-1926

Contract Administrator: Ryan Morrelli  
Email: ryan@mangini.us

### B. Contract Information:

#### 1. Contract Time:

- Notice to Proceed Date: April 15, 2019
- Contract Time: 60 calendar days
- Completion Date: July 3, 2019

#### 2. Contract Sum:

- Original Contract Sum: \$298,000.00
- Contract Includes: \$5,000.00 soil amendment allowance

#### 3. Liquidated Damages:

- Step One: \$1,000 per calendar day.
- Step Two: \$250 per calendar day.

### C. Permits and Fees:

**1. Contractor Responsibility:**

- a. Permits and licenses required for work performed in the public right-of-way.
- b. Permits and inspection fees required for demolition.
- c. Other permits, licenses, and inspection required for proper execution and completion of the Work which are not the responsibility of the Owner.
- d. The Contractor is responsible for requesting all inspections required by the governing jurisdictions.

**D. Administrative Requirements:****1. Lines of Communication:** All communication concerning the project shall be as follow:

- a. Subcontractors will communicate with the **General Contractor**. **General Contractor** will coordinate with the Architect.
- b. **Architect** will communicate with the Architect's consultants and with the Owner. **Architect** will coordinate with the General Contractor.
- c. Progress Meetings: As needed.

**2. Contractual Duties:**

- a. School Site: Alcohol, drugs, tobacco and firearms are not allowed on site. Clothing which displays alcohol, drugs, tobacco, firearms, or obscene/vulgar messages are not allowed on site.
- b. Fingerprinting: Comply with specification Section 00 7360.

**3. Record Drawings:**

- a. Contractor will be furnished with one clean set of drawings for final record of corrections and deviations to the plans.
- b. Post all requests for information, notice of clarifications, and change orders as they occur.
- c. Show all underground utility locations and routings by horizontal and vertical dimension.
- d. Record width of trenches in cases were multiple pipes or conduits are installed.
- e. Make entries within 24 hours after receipt of information that the change has occurred.
- f. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the Record Documents.

**4. Verify Existing Utility Locations:** Prior to demolition, trenching, and earthwork operations, identify location, routing, and elevation of known underground utilities in the construction area.**5. Utility Trench Identification:**

- a. Identify each utility pipe or conduit by the use of a continuous underground warning tape. Locate tape 12" directly above the pipe or conduit and not less than 6" below the finished grade.
- b. Provide one strip of identification tape for each 18" of trench width.

**E. Progress Payments:****1. Application for Payment:** Schedule of values with AIA G702 as summary and certification page.**2. Number of Copies:**

- a. Submit invoice to the Owner by the 25th of each month.
- b. Allow time for Architect review and approval.

**3. Stored Materials:** Prepayment for stored materials will only be made when the conditions outlined in the Contract are met.**F. Submittals:****1. Contractor Responsibility:**

- a. All submittals shall come from Contractor to Architect, and only after he has reviewed them.
- b. Contractor is responsible for checking submittals as to quantity and dimensions, as well as conformance to the documents prior to forwarding to the Architect.
- c. Call out all deviations from the Contract Documents. Architect's review does not relieve the Contractor from the requirement to comply with the Contract Documents.



**2. Complete Submittals:**

- a. Provide complete submittals including all items requested in the specifications.
- b. Incomplete submittals, or submittals without Contractor approvals will be returned to the Contractor for resubmission.
- c. Highlight the material proposed for use.

**3. Substitutions:** Substitutions will only be accepted when submitted within 35 days of award.**G. Requests for Information (RFI):**

1. A request from the Contractor to the Architect, seeking an interpretation or a clarification of some requirement of the Contract Documents.
2. The Contract Documents allow 14 days as a reasonable response time.
3. If the Contractor believes that any response to a Request for Information changes the contract, notice to the Architect is required within 5 days.

**H. Contract Modifications:**

1. **Bulletins:** A document issued by the Architect to memorialize all changes, clarifications and interpretations to the approved Construction Documents.
  - a. A bulletin may or may not change the Contract Sum or the Contract Time.
2. **Supplemental Instruction:** A bulletin issued as a supplemental instruction indicates the Architect's perception that the modifications in the bulletin do not change Contract Sum or Contract Time. If the Contractor believes that any supplemental instruction changes the contract, notice to the Architect is required within 5 days.
3. **Proposal Request:** A bulletin issued as a proposal request indicates the Architect's perception that the modifications in the bulletin do change Contract Sum or Contract Time, and a change order request is expected from the Contractor within 20 days.
4. **Change Orders:**
  - a. Change orders will be executed by the parties.

**I. Temporary Facilities and Controls:**

1. **Speed Limit:** The Contractor shall establish and enforce speed limits on the site.
2. **Dust Control:** Minimize impact of construction operations on the neighbors. Provide dust suppression measures, including watering of all graded or excavated material at least twice a day, stopping grading and excavation activities when the wind speed exceeds 20 mph for one hour, watering or covering all material transported off-site, and minimizing the area disturbed by grading and excavation activities. Refer to Section 01 5000.
3. **Dewatering:** The Contractor is responsible to remove standing water from excavations and site areas to receive work.
4. **Temporary Fencing:** Provide and maintain temporary fencing for the duration of construction to prevent unauthorized entry to construction areas and to protect adjacent properties from damage from construction operations.

**J. Department of Industrial Relations Requirements:**

1. **Labor Compliance:** This is a prevailing wage project. Contractor and all subcontractors shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis in the format prescribed by the Labor Commissioner.

2. **DIR REGISTRATION:** Contractor and all subcontractors shall be currently registered and qualified through DIR to perform public work projects.

**K. Additional Comments:**

1. **Owner:**

- a. Requested adding the off-site DG, trees and irrigation back to the project.
- b. Requested adding a V64 drain box with 6" SDR-35 on the West side of the basketball courts, to the North of the concrete walk, connected to the existing box on the South side of the walk.
- c. School is out the week of April 15<sup>th</sup>.
- d. Will procure a DIR number for the project.

2. **Contractor:**

- a. Will begin work April 15<sup>th</sup>. Will be installing fencing and potholing for the sleeves as well as installing irrigation lines the week of the 15<sup>th</sup>.
- b. Will send a COR for the items requested and include an option to delete the DG stabilizer.

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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: Sign-in Sheet

Copies to: Owner, Contractor

## **7. Any Other Business-**

### **7.1 Quarterly Board Policy Updates March 2019**

**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 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 laws or regulations governing any program subject to the UCP which is offered by the district, including adult education programs; After School Education and Safety programs; agricultural career technical education; American Indian education centers and early childhood education program assessments; bilingual education; California Peer Assistance and Review programs for teachers; state career technical and technical education, career technical, and technical training programs; federal career technical education; child care and development programs; child nutrition programs; compensatory education; consolidated categorical aid programs; Economic Impact Aid; the federal Every Student Succeeds Act; migrant education; Regional Occupational Centers and Programs; school safety plans; special education programs; California State Preschool Programs; Tobacco-Use Prevention Education programs; and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000

*(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, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and

**UNIFORM COMPLAINT PROCEDURES** (continued)

activities, including in 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 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 the person's 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 requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

5. 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)*

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

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

*(cf. 3100 - Budget)*

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

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

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

8. Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any 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, district, or country; school or records 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)*

9. Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

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

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

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

10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)

11. 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

## UNIFORM COMPLAINT PROCEDURES (continued)

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)*

12. 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)*

13. 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
14. 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 complainant, and/or the subject of the complaint if 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 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.

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

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, 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 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.

*(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 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.

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, including the right to file the complaint with the California Department of Fair Employment and Housing.

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, teacher vacancies and misassignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)



## UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination  
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  
46015 Parental leave for students  
48853-48853.5 Foster youth  
48985 Notices in language other than English  
49010-49014 Student fees  
49060-49079 Student records, especially:  
49069.5 Records of foster youth  
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, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements  
51226-51226.1 Career technical education  
51228.1-51228.3 Course periods without educational content  
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

Legal Reference continued: (see next page)

## UNIFORM COMPLAINT PROCEDURES (continued)

*Legal Reference: (continued)*

EDUCATION CODE (continued)

64000-64001 Consolidated application process; school plan for student achievement

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

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 Applicability of uniform complaint procedures to complaints regarding students with disabilities

4600-4670 Uniform complaint procedures

4680-4687 Williams 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 Improving the Academic Achievement of the Disadvantaged

6801-7014 Title III language instruction for limited English proficient and immigrant students

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

12101-12213 Title II equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

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

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: (see next page)*

## UNIFORM COMPLAINT PROCEDURES (continued)

### *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, September 22, 2017*

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014*

*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: <https://www2.ed.gov/policy/gen/guid/fpco>

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

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

Policy  
adopted:  
**Community Relations**

CSBA MANUAL MAINTENANCE SERVICE  
March 2019  
AR 1312.3(a)

## 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), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The compliance officer(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)*

Superintendent  
(title or position)  
District Office  
(unit or office)  
370 N. Evans Road, Tipton, CA 93272  
(address)  
559-752-4213  
(telephone number)  
sbettencourt@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 the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of 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)

In addition, 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. (5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*  
*(cf. 5145.6 - Parental Notifications)*

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

## UNIFORM COMPLAINT PROCEDURES (continued)

2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

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

*(cf. 3260 - Fees and Charges)*

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred

5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

*(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)*

*(cf. 6175 - Migrant Education Program)*

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints

7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

10. A statement that copies of the district's UCP are available free of charge

AR 1312.3(d)

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

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.

### **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 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 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 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 persons who allege that they have personally suffered unlawful discrimination or who believe that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that 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 not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim 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 receiving the complaint, the compliance officer 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 an 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 the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or 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. The compliance officer 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)

### **Timeline for Final Decision**

#### **OPTION 1:**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

AR 1312.3(h)

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

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's final written decision, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

### **Final Written Decision**

For all complaints, the district's final written 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

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

AR 1312.3(i)

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

- 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

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

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.

AR 1312.3(j)

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

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in 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 pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

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. The complainant 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.

*(cf. 5137 - Positive School Climate)*

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

*(cf. 6164.2 - Guidance/Counseling Services)*

2. Academic support

AR 1312.3(k)

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

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
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

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

*(cf. 6164.5 - Student Success Teams)*

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

7. Disciplinary action, such as suspension or expulsion, as permitted by law

*(cf. 5144 - Discipline)*

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

AR 1312.3(l)

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

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.

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

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

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.

However, 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 on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (5 CCR 4632)

The complainant 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)

AR 1312.3(m)

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

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, the respondent, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the district's decision has been appealed, 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
5. A report of any action taken to resolve the complaint
6. A copy of the district's UCP
7. Other relevant information requested by CDE

Regulation  
approved:

CSBA MANUAL MAINTENANCE SERVICE  
March 2019



## WILLIAMS UNIFORM COMPLAINT PROCEDURES

### Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
  - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

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

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated

employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

AR 1312.4(b)

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

*Beginning of the year or semester* means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

*Emergency or urgent threat* means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

*Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

*Open restroom* means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of

AR 1312.4(c)

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

restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

*(cf. 3514 - Environmental Safety)*

*(cf. 3517 - Facilities Inspection)*

4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)
  - a. The preschool does not have outdoor shade that is safe and in good repair.
  - b. Drinking water is not accessible and/or readily available throughout the day.
  - c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
  - d. Restroom facilities are not available only for preschoolers and kindergartners.
  - e. The preschool program does not provide visual supervision of children at all times.
  - f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
  - g. Playground equipment is not safe, in good repair, or age appropriate.

## **Forms and Notices**

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

AR 1312.4(d)

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

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 8235.5, 35186; 5 CCR 4680)

The Superintendent or designee shall post in each K-12 classroom in each school a notice containing the components specified in Education Code 35186. In each license-exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted. (Education Code 8235.5, 35186)

## **Filing of Complaint**

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, or the preschool administrator or designee as appropriate, at the school in which the complaint arises. A complaint about problems beyond the authority of the principal or preschool administrator shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 8235.5, 35186; 5 CCR 4680)

## **Investigation and Response**

The principal/preschool administrator or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within their authority. (Education Code 8235.5, 35186; 5 CCR 4685)

Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)

The principal/preschool administrator or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 8235.5, 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/preschool administrator or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal/preschool administrator makes this report, the information

shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5, 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 8235.5, 35186)

AR 1312.4(e)

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

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 8235.5, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a or #4 in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal/preschool administrator or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 8235.5, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 8235.5, 35186; 5 CCR 4686)

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

### **Reports**

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 8235.5, 35186; 5 CCR 4686)

*Legal Reference: (see next page)*

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

*Legal Reference:*

EDUCATION CODE

234.1 *Prohibition of discrimination, harassment, intimidation, and bullying*

1240 *County superintendent of schools, duties*

8235-8239.1 *California State Preschool Programs, especially:*

8235.5 *California State Preschool Program, complaints regarding health and safety issues*

17592.72 *Urgent or emergency repairs, School Facility Emergency Repair Account*

33126 *School accountability report card*

35186 *Williams uniform complaint procedures*

35292.5-35292.6 *Restrooms, maintenance and cleanliness*

48985 *Notice to parents in language other than English*

60119 *Hearing on sufficiency of instructional materials*

HEALTH AND SAFETY CODE

1596.792 *California Child Day Care Act; general provisions and definitions*

1596.7925 *California Child Day Care Act; health and safety regulations*

CODE OF REGULATIONS, TITLE 5

4600-4670 *Uniform complaint procedures*

4680-4687 *Williams uniform complaint procedures*

UNITED STATES CODE, TITLE 20

6314 *Title I schoolwide program*

*Management Resources:*

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:  
K-12 COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

**K-12 COMPLAINT FORM:  
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested?  Yes  No

Contact information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Course title/grade level and teacher name: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

**Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.**

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.



**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)
- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
  - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
  - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)
- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
  - A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
  - For a school that serves students in any of grades 6-12 with 40 percent of more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.
  - The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

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Please file this complaint at the following location:

\_\_\_\_\_  
(principal or designee)

\_\_\_\_\_  
(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:  
PRESCHOOL COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**PRESCHOOL COMPLAINT FORM:  
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested?  Yes  No

Contact information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- The preschool does not have outdoor shade that is safe and in good repair.
- Drinking water is not accessible and/or readily available throughout the day.
- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- Restroom facilities are not available only for preschoolers and kindergartners.
- The preschool program does not provide visual supervision of children at all times.
- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

- Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

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Please file this complaint at the following location:

\_\_\_\_\_  
(preschool administrator or designee)

\_\_\_\_\_  
(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **ACCESS TO DISTRICT RECORDS**

### **Definitions**

*Public records* include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

*(cf. 3580 - District Records)*  
*(cf. 9012 - Board Member Electronic Communications)*

*Writing* means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

*Member of the public* means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code 6252)

### **Public Records**

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)

*(cf. 3100 - Budget)*  
*(cf. 3460 - Financial Reports and Accountability)*

2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

6. Meeting agendas (Government Code 54957.5)

*(cf. 9322 - Agenda/Meeting Materials)*

**ACCESS TO DISTRICT RECORDS** (continued)

7. Official communications between the district and other government agencies
8. District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0440 - District Technology Plan)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 3543 - Transportation Safety and Emergencies)*  
*(cf. 7110 - Facilities Master Plan)*

9. Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

10. Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)

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

11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

*(cf. 9270 - Conflict of Interest)*

12. Documents containing names, salaries, and pension benefits of district employees

13. Employment contracts and settlement agreements (Government Code 53262)

*(cf. 2121 - Superintendent's Contract)*  
*(cf. 4117.5/4217.5/4317.5 - Termination Agreements)*  
*(cf. 4141/4241 - Collective Bargaining Agreement)*

14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access

## **ACCESS TO DISTRICT RECORDS** (continued)

public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

### **Confidential Public Records**

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)

*(cf. 5145.13 - Response to Immigration Enforcement)*

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, and interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

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

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

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254, 6254.25)
3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

*(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)*

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



**ACCESS TO DISTRICT RECORDS** (continued)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees may only be disclosed as follows: (Government Code 6254.3)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

*(cf. 4140/4240/4340 - Bargaining Units)*

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

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

4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 5125.3 - Challenging Student Records)*

5. Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

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

6. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative

**ACCESS TO DISTRICT RECORDS** (continued)

to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)

7. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code 6254)
8. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library, to persons authorized in writing by the individual to whom the records pertain, or by court order (Government Code 6254, 6267)

*(cf. 6163.1 - Library Media Centers)*

9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

*(cf. 9124 - Attorney)*

10. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)
11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

*(cf. 9223 - Filling Vacancies)*

12. Minutes of Board meetings held in closed session (Government Code 54957.2)

*(cf. 9321 - Closed Session Purposes and Agendas)*

13. Computer software developed by the district (Government Code 6254.9)
14. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)

**ACCESS TO DISTRICT RECORDS** (continued)

15. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

*(cf. 5141.6 - School Health Services)*

16. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes
17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

**Inspection of Records and Requests for Copies**

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

**ACCESS TO DISTRICT RECORDS** (continued)

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.

**ACCESS TO DISTRICT RECORDS** (continued)

2. The request would require data compilation, extraction, or programming to produce the record.

**Assistance in Identifying Requested Records**

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

**BUDGET**

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with and reflects the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3300 - Expenditures and Purchases)*  
*(cf. 3460 - Financial Reports and Accountability)*  
*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

*(cf. 9320 - Meetings and Notices)*  
*(cf. 9322 - Agenda/Meeting Materials)*  
*(cf. 9323 - Meeting Conduct)*

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

**BUDGET** (continued)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

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

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Criteria and Standards**

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)  
(cf. 6173.1 - Education for Foster Youth)  
(cf. 6174 - Education for English Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)  
(cf. 3110 - Transfer of Funds)

### **Fund Balance**

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.

BP 3100(d)

### **BUDGET (continued)**

3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance,



then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

### **Reserve Balance**

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

BP 3100(e)

## **BUDGET (continued)**

### **Long-Term Financial Obligations**

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

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

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

*(cf. 7210 - Facilities Financing)*

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

The Board may approve a plan for meeting the district's long-term obligations to fund contributions to the California Public Employees' Retirement System (CalPERS) which, to the extent possible, minimizes significant increases in annual general fund expenditures towards pension obligations. The plan may include prefunding required pension contributions through the California Employers' Pension Prefunding Trust Program pursuant to Government Code 21710-21716.

The Board shall approve a plan for meeting the district's long-term obligations to fund

nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

The Superintendent or designee shall annually present a report to the Board on the estimated accrued but unfunded cost of OPEBs. As a separate agenda item at the same meeting, the Board shall disclose whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

The Superintendent or designee shall annually present a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims and the actuarial reports upon which the estimated costs are based. As a separate agenda item at the same meeting, the Board shall disclose whether it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

BP 3100(f)

## **BUDGET (continued)**

### **Budget Amendments**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:*

EDUCATION CODE

1240 Duties of county superintendent of schools  
33127-33131 Standards and criteria for local budgets and expenditures  
41202 Determination of minimum level of education funding  
42103 Public hearing on proposed budget; requirements for content of proposed budget  
42122-42129 Budget requirements  
42130-42134 Financial certifications  
42140-42142 Disclosure of fiscal obligations  
42238-42251 Apportionments to districts, especially:  
42238.01-42238.07 Local control funding formula  
42602 Use of unbudgeted funds  
42610 Appropriation of excess funds and limitation thereon  
45253 Annual budget of personnel commission  
45254 First year budget of personnel commission  
52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit  
21710-21716 California Employer's Pension Prefunding Trust Program

*Legal Reference continued: (see next page)*

BP 3100(g)

**BUDGET (continued)**

*Legal Reference: (continued)*

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure  
15440-15451 Criteria and standards for school district budgets  
15494-15497 Local control funding formula, supplemental and concentration grant expenditures

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December 2015

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Fund Balance Guidelines for the General Fund, September 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009

WEB SITES

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

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

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

**BUDGET**

**Public Hearing**

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

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

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

The Superintendent or designee shall notify the County Superintendent of Schools of the location and dates at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing, as required by Education Code 42103.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve
3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may appear and object to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

*(cf. 9323 - Meeting Conduct)*

**Budget Review Committee for Disapproved Budgets**

If the district's budget is disapproved by the County Superintendent for any reason other than disapproval of the district's LCAP or annual update to the LCAP, the budget shall be

reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the Superintendent of Public Instruction (SPI), who shall be selected within five working days after receiving the list of candidates
2. A regional review committee selected and convened by the County Superintendent with the approval of the Board and SPI

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent to develop and adopt, by December 31, a fiscal plan and budget that will allow the district to meet its current fiscal year and multiyear financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

Regulation  
approved:

CSBA MANUAL MAINTENANCE SERVICE  
March 2019

**FEES AND CHARGES**

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for student participation in the district's educational program are made available to students at no cost.

No student shall be required to pay a fee, deposit, or other charge for participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

*(cf. 3100 - Budget)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socioeconomic conditions of students' families and their ability to pay.

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

*(cf. 0415 - Equity)*

*(cf. 3250 - Transportation Fees)*

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

*(cf. 5143 - Insurance)*

*(cf. 9323.2 - Actions by the Board)*

The prohibition against student fees shall not prevent the district from soliciting for donations, conducting fundraising activities, or providing prizes or other recognition for participants in such activities and events. The Superintendent or designee shall emphasize that participation of students, parents/guardians, district employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. The district also shall not remove or threaten to remove from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

*(cf. 1321 - Solicitation of Funds from and by Students)*

*(cf. 3290 - Gifts, Grants and Bequests)*

The Superintendent or designee may provide information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

## **FEES AND CHARGES** (continued)

### **Complaints**

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

*(cf. 1312.3 - Uniform Complaint Procedures)*

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification of uniform complaint procedures to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

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

*(cf. 5145.6 - Parental Notifications)*

### **Collection of Debt**

The Superintendent or designee shall, in accordance with law, recover any debt owed to the district as a result of unpaid permissible student fees approved by the Board. However, the district shall not bill a current or former student for accumulated debt, nor take negative action against a student or former student because of such debt, including, but not limited to, any of the following: (Education Code 49014)

1. Denying full credit for any class assignment
2. Denying full and equal participation in any classroom activity
3. Denying access to the library or other on-campus educational facilities
4. Denying or withholding grades or transcripts
5. Denying or withholding a diploma
6. Limiting or barring participation in an extracurricular activity, club, or sport

7. Limiting or excluding the student from participation in an educational activity, field trip, or school ceremony

*Legal Reference: (see next page)*

BP 3260(c)

## **FEES AND CHARGES (continued)**

*Legal Reference:*

### EDUCATION CODE

8239 *Preschool and wraparound child care services*  
8250 *Child care and development services for children with disabilities*  
8263 *Child care eligibility*  
8422 *21st Century High School After School Safety and Enrichment for Teens programs*  
8482.6 *After School Education and Safety programs*  
8760-8774 *Outdoor science, conservation, and forestry programs*  
17453.1 *District sale or lease of Internet appliances or personal computers to parents of students*  
17551 *Property fabricated by students*  
19910-19911 *Offenses against libraries*  
32033 *Eye protective devices*  
32221 *Insurance for athletic team member*  
32390 *Fingerprinting program*  
35330-35332 *Excursions and field trips*  
35335 *School camp programs*  
38080-38086.1 *Cafeteria establishment and use*  
38120 *Use of school band equipment on excursions to foreign countries*  
39801.5 *Transportation for adults*  
39807.5 *Payment of transportation costs*  
39837 *Transportation of students to places of summer employment*  
48050 *Residents of adjoining states*  
48052 *Tuition for foreign residents*  
48904 *Liability of parent or guardian*  
49010-49013 *Student fees*  
49014 *Public School Fair Debt Collection Act*  
49065 *Charge for copies*  
49066 *Grades, effect of physical education class apparel*  
49091.14 *Prospectus of school curriculum*  
49557.5 *Unpaid school meal fees*  
51810-51815 *Community service classes*  
52612 *Tuition for adult classes*  
52613 *Nonimmigrant foreign nationals*  
56504 *School records; students with disabilities*  
60410 *Students in classes for adults*

### GOVERNMENT CODE

6253 *Request for copy; fee*

### CALIFORNIA CONSTITUTION

Article 9, Section 5 *Common school system*

### CODE OF REGULATIONS, TITLE 5

350 *Fees not permitted*

4600-4687 *Uniform complaint procedures*

### UNITED STATES CODE, TITLE 8

1184 *Nonimmigrant students*



*Legal Reference continued: (see next page)*

BP 3260(d)

**FEES AND CHARGES (continued)**

*Legal Reference: (continued)*

COURT DECISIONS

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251

Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Hartzell v. Connell (1984) 35 Cal. 3d 899

CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

WEB SITES

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

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

**FEES AND CHARGES**

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

*(cf. 5143 - Insurance)*

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)
3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

*(cf. 6153 - School-Sponsored Trips)*

4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

*(cf. 5142.1 - Identification and Reporting of Missing Children)*

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

*(cf. 6142.5 - Environmental Education)*

6. Reimbursement to the district for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)
7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average unsubsidized cost per student, the district provides a waiver based on financial need, and an exemption is made for any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education (Education Code 39807.5)

*(cf. 3250 - Transportation Fees)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

**FEES AND CHARGES** (continued)

8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)

*(cf. 0440 - District Technology Plan)*  
*(cf. 6163.4 - Student Use of Technology)*

11. An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

*(cf. 6142.4 - Service Learning/Community Service Classes)*

12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

*(cf. 3514.1 - Hazardous Substances)*  
*(cf. 5142 - Safety)*

13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

*(cf. 5125 - Student Records)*

14. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

*(cf. 1340 - Access to District Records)*  
*(cf. 5020 - Parent Rights and Responsibilities)*

15. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

**FEES AND CHARGES** (continued)

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 3551 - Food Service Operations/Cafeteria Funds)*  
*(cf. 3552 - Summer Meal Program)*  
*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 3554 - Other Food Sales)*

16. In accordance with law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

17. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

*(cf. 5111.1 - District Residency)*  
*(cf. 5111.2 - Nonresident Foreign Students)*

18. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

*(cf. 6200 - Adult Education)*

19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263)

*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.3 - Preschool/Early Childhood Education)*

20. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*

**FEES AND CHARGES** (continued)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

*(cf. 6141.4 - International Baccalaureate Program)*

*(cf. 6141.5 - Advanced Placement)*

**Collection of Debt**

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Regulation

approved:

**Business and Noninstructional Operations**

CSBA MANUAL MAINTENANCE SERVICE

March 2019

BP 3515.4(a)

**RECOVERY FOR PROPERTY LOSS OR DAMAGE**

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. When district property is damaged due to the willful misconduct of a student or other person, the district shall seek reimbursement of damages, within the limitations specified in law, from the parent/guardian of a minor child or from any other responsible individual.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)*

*(cf. 4158/4258/4358 - Employee Security)*

*(cf. 5131 - Conduct)*

*(cf. 5131.5 - Vandalism and Graffiti)*

*(cf. 5136 - Gangs)*

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

The district may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of district books, supplies, or property loaned to a student that the student willfully fails to return or that is willfully cut, defaced, or otherwise injured.

However, this policy shall not apply to a student who is a current or former homeless or foster child or youth. (Education Code 48904, 49014)

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

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

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

## **Rewards**

The Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any district property. (Government Code 53069.5)

**OPTION 2:** The Board shall determine the appropriate amount for the reward.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure. If more than one person provides information, the reward shall be divided among them as appropriate.

*Legal Reference: (see next page)*

BP 3515.4(b)

## **RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)**

*Legal Reference:*

EDUCATION CODE

19910 Libraries, malicious cutting, tearing, defacing, breaking or injuring

19911 Libraries, willful detention of property

44810 Willful interference with classroom conduct

48904 Liability of parent/guardian for willful misconduct

49014 Public School Fair Debt Collection Act

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

GOVERNMENT CODE

53069.5 Reward for information concerning person causing death, injury, or property damage

53069.6 Actions to recover damages

54951 Local agency, definition

PENAL CODE

484 Theft defined

594 Vandalism

594.1 Aerosol paint and etching cream

640.5 Graffiti; facilities or vehicles of governmental entity

640.6 Graffiti

*Management Resources:*

WEB SITES

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

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

Judicial Council of California: <http://www.courts.ca.gov>

**RECOVERY FOR PROPERTY LOSS OR DAMAGE**

District employees shall report any damage to or loss of school property to the Superintendent or designee immediately after such damage or loss is discovered.

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 5131.5 - Vandalism and Graffiti)*

The Superintendent or designee shall conduct a complete investigation of any instance of damage to or loss of school property and shall consult law enforcement officials when appropriate.

*(cf. 3515.3 - District Police/Security Department)*

When the individual causing the damage or loss has been identified and the costs of repair, replacement, or cleanup determined, the Superintendent or designee shall take all practical and reasonable steps to recover the district's costs and shall consult with the district's legal counsel and/or insurance carrier, as appropriate.

Such steps may include the filing of a civil complaint in a court of competent jurisdiction to recover damages from the responsible person and, if the responsible person is a minor, from the parent/guardian in accordance with law. Damages may include the cost of repair or replacement of the property, the payment of any reward, interest, court costs, and all other damages as provided by law.

If the responsible person is a minor student of the district and the student's parents/guardians are unable to pay for the damages or to return the property, the district shall offer a program of voluntary work for the student in lieu of the payment of monetary damages. The district may offer any other student or former student, with parent/guardian permission, the option to provide service, work, or other alternative, nonmonetary forms of compensation to settle the debt owed as a result of property loss or damage. Service or work exchanged for repayment of a debt shall comply with all provisions of the Labor Code related to youth employment. (Education Code 48904, 49014)

The Superintendent or designee may withhold the student's grades, diploma, and/or transcripts until the student's parents/guardians have paid for the damages or the voluntary work has been completed. Prior to withholding a student's grades, diploma, or transcripts, due process shall be afforded the student in accordance with law. (Education Code 48904)

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

In addition, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.

*(cf. 5131 - Conduct)*

*(cf. 5144 - Discipline)*



**RECOVERY FOR PROPERTY LOSS OR DAMAGE** (continued)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*  
*(cf. 5145.9 - Hate-Motivated Behavior)*

**NONDISCRIMINATION IN EMPLOYMENT**

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, *employees* include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

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

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

*(cf. 4151/4251/4351 - Employee Compensation)*

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

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

- a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

*(cf. 4033 - Lactation Accommodation)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

- b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

*(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)*

- c. Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

- d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

*(cf. 4032 - Reasonable Accommodation)*

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

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

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

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

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

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

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

*Legal Reference: (see next page)*

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

*Legal Reference:*

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

CIVIL CODE

51.7 *Freedom from violence or intimidation*

GOVERNMENT CODE

11135 *Unlawful discrimination*

11138 *Rules and regulations*

12900-12996 *Fair Employment and Housing Act, especially:*

12940-12952 *Unlawful employment practices*

12960-12976 *Unlawful employment practices; complaints*

PENAL CODE

422.56 *Definitions, hate crimes*

CODE OF REGULATIONS, TITLE 2

11006-11086 *Discrimination in employment, especially:*

11013 *Recordkeeping*

11019 *Terms, conditions and privileges of employment*

11023 *Harassment and discrimination prevention and correction*

11024 *Sexual harassment training and education*

11027-11028 *National origin and ancestry discrimination*

CODE OF REGULATIONS, TITLE 5

4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1681-1688 *Title IX of the Education Amendments of 1972*

UNITED STATES CODE, TITLE 29

621-634 *Age Discrimination in Employment Act*

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

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

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

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

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

6101-6107 *Age discrimination in federally assisted programs*

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 *Compliance information*

104.7 *Designation of responsible employee for Section 504*

*Legal Reference continued: (see next page)*

## **NONDISCRIMINATION IN EMPLOYMENT (continued)**

*Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 34 (continued)

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

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

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

*Management Resources:*

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

Transgender Rights in the Workplace

Workplace Harassment Guide for California Employers

Your Rights and Obligations as a Pregnant Employee

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

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

EEOC Compliance Manual

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

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

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

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

**NONDISCRIMINATION IN EMPLOYMENT**

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

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

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 4032 - Reasonable Accommodation)*

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

Superintendent  
 (position title)  
370 N. Evans Road, Tipton CA 93272  
 (address)  
55-752-4213  
 (telephone number)  
sbettencourt@tipton.k12.ca.us  
 (email)

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees and post electronically on computers in a conspicuous location, the California Department of Fair Employment and Housing (DFEH) posters in regard to workplace discrimination and harassment and the rights of transgender employees (Government Code 12950)

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

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)
  - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

- b. Posting them in all district schools and offices, including staff lounges and other prominent locations
- c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

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

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

- 3. Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)
  - a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
  - b. Sending the policy via email with an acknowledgment return form
  - c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
  - d. Discussing the policy with employees upon hire and/or during a new hire orientation session
  - e. Any other way that ensures employees receive and understand the policy

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

- 4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
- 5. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and motivates them to take action when they observe such



**NONDISCRIMINATION IN EMPLOYMENT** (continued)

behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

**Complaint Procedure**

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The employee's direct supervisor may be bypassed in filing a complaint where the supervisor is the subject of the complaint.

The complainant may file a written complaint in accordance with this procedure or may first attempt to resolve the situation informally with the employee's supervisor.

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

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

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

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

*(cf. 3580 - District Records)*

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

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

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

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

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

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

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

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

A summary of the findings shall be presented to the complainant and the person accused.

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

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

**Other Remedies**

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

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

## **Certificated Personnel**

AR 4161.1(a)  
4361.1

### **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 employees who are 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 they are 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 and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; 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)

7. Need of the employee or employee's 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/or 230.1(a) for the health, safety, or welfare of the employee or the employee's 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 that would be accrued during six months at the employee's then 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 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, the employee may request that the district transfer any 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 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 worked. (Education Code 44978.2)

**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 the 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 the disability rating decision, the employee 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 the 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 four o'clock in the afternoon of the day preceding the day on which the employee 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 for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period 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)

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

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 return to work 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, the employee shall be returned to employment in a position for which the employee 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 of 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 of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

## **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 the employee's 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 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 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 a physician stating that the employee 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 number 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 the employee
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

- 825.100-825.702 *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:  
**Classified Personnel**

CSBA MANUAL MAINTENANCE SERVICE  
March 2019  
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, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are 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 in the course of employment with other persons having a contagious disease (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 and 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 the employee's 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 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

AR 4261.1(b)

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

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then 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, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee 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 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 the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the 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 worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after

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

active duty, whichever is later. When the employee receives the disability rating decision, the employee 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 the 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 the employee 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**

#### **OPTION 1:**

When a classified employee has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)

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

### **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 of 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 of at least 50 percent of the employee's regular salary 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)*

If the employee is still unable to return to work 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 medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous

AR 4261.1(e)

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

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 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 the employee's 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 a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

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

## **Short-Term and Substitute Employees**

### **OPTION 3:**

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be credited with 24 hours or three days of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

## **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.

AR 4261.1(g)

### **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 number 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 the employee
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

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

825.100-825.702 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

Regulation  
approved:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
March 2019  
BP 5117(a)

## **INTERDISTRICT ATTENDANCE**

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

*(cf. 5111.1 - District Residency)*

*(cf. 5116.1 - Intradistrict Open Enrollment)*

### **OPTION 1: Interdistrict Attendance Agreements and Permits**

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

### **Transportation**

The district shall not provide transportation beyond any school attendance area. Upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation

BP 5117(c)

## **INTERDISTRICT ATTENDANCE (continued)**

for an interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

*Legal Reference:*

EDUCATION CODE

41020 Annual district audits

46600-46610 Interdistrict attendance agreements

48204 *Residency requirements for school attendance*  
48300-48317 *Student attendance alternatives, school district of choice program*  
48900 *Grounds for suspension or expulsion; definition of bullying*  
48915 *Expulsion; particular circumstances*  
48915.1 *Expelled individuals; enrollment in another district*  
48918 *Rules governing expulsion procedures*  
48980 *Notice at beginning of term*  
48985 *Notices to parents in language other than English*  
52317 *Regional occupational center/program, enrollment of students, interdistrict attendance*  
CALIFORNIA CONSTITUTION  
*Article 1, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin*  
ATTORNEY GENERAL OPINIONS  
87 *Ops.Cal.Atty.Gen. 132 (2004)*  
84 *Ops.Cal.Atty.Gen. 198 (2001)*  
COURT DECISIONS  
*Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234*  
*Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275*

*Management Resources:*

WEB SITES

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

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

Policy  
adopted:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
March 2019  
AR 5117(a)

**INTERDISTRICT ATTENDANCE**  
AR 5117  
**Students**

**Interdistrict Attendance Agreement**

The Governing Board has the authority to enter into agreements with surrounding school districts and to accept, insofar as facilities permit, students residing in other districts. The Board may also allow students living in the Tipton Elementary School District to attend surrounding districts, but only with no tuition charge, with the district of attendance credited with the pupil attending for apportionment purposes and the revenue limit pursuant to Education Code 42238.

1. Length of and revocation of agreement: Any interdistrict attendance permit will be in effect only for the school year beginning July 1st and ending June 30th of that given year. However, Tipton Elementary School District may revoke an interdistrict agreement at any time during the effective year, pursuant to this policy, upon giving 10 calendar days written notice to the district of residence and to the pupil's parent/guardian.
2. Case-by-case basis: The Tipton Elementary School District will consider each interdistrict permit request on a case-by-case basis. The Tipton Elementary School District shall review every request for interdistrict attendance, whether the student is transferring into or out of the district.
3. Selection process: Tipton Elementary School District will allow interdistrict transfers into the district to meet the enrollment needs of each grade level. All things being equal, students will be allowed into the district on a first come-first serve basis providing that they meet all the requirements for interdistrict enrollment and have completed the initial requirements for consideration as specified by the Board and the Superintendent. At the request of the parent, a student who has been determined by staff of either the district of residence or district of proposed enrollment to be a victim of an act of bullying, as defined in Education Code 48900(r), committed by a student of the district of residence, shall be given priority for interdistrict attendance. (Education Code 46600.) In addition, the Board always reserves the right to make special exceptions to the interdistrict selection procedure.
4. Interdistrict permit approval: The Tipton Elementary School District may approve interdistrict permits for the following reasons:
  - a. Sibling attending school in district: When the student has a sibling attending school in a receiving district, to avoid splitting the family attendance.

b. Moved during school year: To allow the student to complete a school year when the parents/guardians have moved out of the district during the year, as long as the student attended Tipton Elementary School District for at least one year (180 consecutive school days) prior to the move.

d. Remain with class: To allow students to remain with a class that is graduating that year from the Tipton Elementary School District.

e. Personal and social adjustment: To provide a change in school environment for reasons of personal and social adjustment.

f. Educational program: When there is a valid interest in a particular educational program not offered in the district of residence.

#### Behavioral Performance and Attendance

The Superintendent or designee, prior to approving an interdistrict attendance request to transfer into the district, may contact the child's district of residence to determine whether the student meets the Tipton Elementary School District standards of behavioral performance and attendance. If a student is determined to be experiencing difficulties in these areas, the Superintendent or designee may recommend to the Board that the interdistrict attendance request be denied.

1. District right to deny agreement: The Tipton Elementary School District reserves the right to deny any interdistrict attendance agreement request before the student is enrolled in this district for the following reasons:

a. Behavioral standards: The student is failing to maintain behavioral standards established by his/her district of residence.

b. Attendance: The student has experienced difficulty in regularly attending and/or arriving on time for his/her district of residence.

c. Classes overcrowded: Classes in this district are determined to be overcrowded and space is needed to permit the enrollment of additional students who reside in this district.

d. Class size limit: The Tipton Elementary School District may invoke a class size limit for individual grades at any time during the school year.

e. Interdistrict contract: All parents of interdistrict students will be required to sign a contract outlining the requirements for being granted an interdistrict permit. Any violation of the contract may result in the interdistrict being revoked and/or the interdistrict agreement not being granted in subsequent years.

2. District right to revoke agreement: The Tipton Elementary School District reserves the right to revoke any interdistrict attendance permit at any time during the school year for the following reasons:

a. Failure to maintain behavioral standards: The student is failing to maintain behavioral standards established by the district.

b. Attendance/tardy problems: The student has been tardy or truant without valid excuse excess of three (3) occasions during a school year.

c. Additional financial burden: If our interdistrict transfer student requires additional financial support beyond the amount generated by the ADA revenue, intended for that student.

3. Transportation. The Tipton Elementary School District shall not provide transportation for student on an interdistrict permit. Upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for an interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

4. Timely notice: The parent/guardian of a student who is denied a transfer permit pursuant to Education Code 46600-46611 shall receive notice from the district in accordance with law, of the district's final decision. (Education Code 46600.2 (a)(5).) The district denying a request for interdistrict transfer shall also advise the parent/guardian of the student, in writing, regarding the process for appeal to the County Board of Education within thirty (30) calendar days from the date of the final decision. (Education Code 46600.2(b).)

Pending a decision by the two districts or an appeal to the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for the period not to exceed two school months. (Education Code 44603)

5. Appeal denied: Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or rescissions whole expulsion proceedings are pending, or during the term of expulsion. (Education Code 46601)

6. Reapplication. A student who is enrolled in a district on the basis of an interdistrict attendance permit may be required to reapply and be approved each school year in order to continue to attend in the district of enrollment dependent on the terms and conditions of the interdistrict transfer agreement with the district of residence.

#### Regulation TIPTON ELEMENTARY SCHOOL DISTRICT

approved: December 5, 2017

Tipton, California

revised:                     , 2019

Tipton, California

## **Transfers Out of the District**

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

The district may limit transfers out of the district to a school district of choice under any of the following circumstances: (Education Code 48307)

1. The number of student transfers out of the district to a school district of choice has reached the limit specified in Education Code 48307 based on the district's average daily attendance.
2. The County Superintendent of Schools has given the district a negative budget certification or has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice.

*(cf. 3100 - Budget)*

3. The Board determines that the transfer would negatively impact any of the following: (Education Code 48307)
  - a. A court-ordered desegregation plan
  - b. A voluntary desegregation plan of the district, consistent with the California Constitution, Article 1, Section 31
  - c. The racial and ethnic balance of the district, consistent with the California Constitution, Article 1, Section 31

**WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS**

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or willfully does not return district property that has been loaned to the student, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, 49014)

*(cf. 3515.4 - Recovery for Property Loss or Damage)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 5125 - Student Records)*  
*(cf. 5131.5 - Vandalism and Graffiti)*  
*(cf. 6161.2 - Damaged or Lost Instructional Materials)*

This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)

Before withholding a student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

*(cf. 5145.6 - Parental Notifications)*

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

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

When a student who is transferring into the district has had grades, a diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.



The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

*Legal Reference: (see next page)*

AR 5125.2(b)

## **WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS (continued)**

*Legal Reference:*

**EDUCATION CODE**

*48904 Liability of parent*

*48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold*

*48911 Suspension by principal, designee or superintendent*

*49014 Public School Fair Debt Collection Act*

*49069 Absolute right to access*

Policy  
adopted:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
March 2019  
E 5145.6(a)

## 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 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 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 222.5	BP 5146	Rights and options for pregnant and parenting students
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

**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 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
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

**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, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	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 and at least one more	Education Code 49428	None	How to access mental health services at school and/or in

time during school year  
using specified methods

community

E 5145.6(d)

**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 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
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	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any

employee organizations or, in their absence, individuals

inspections, response actions or post-response actions planned or in progress  
E 5145.6(e)

**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 (continued)</b>			
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
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	BP 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

**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 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
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 or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
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

**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)			
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
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



**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)			
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
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

**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 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 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
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

**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 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
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

**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 is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
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, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high 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)			
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
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

**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 hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
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

**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)			
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
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

**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)			
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
<b>V. Classroom Notices</b>			
In each classroom in each school	Education Code 8235.5, 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures



## **ACTIONS BY THE BOARD**

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9012 - Board Member Electronic Communications)*

*(cf. 9200 - Limits of Board Member Authority)*

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

### **Action on Non-Agenda Items**

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

**ACTIONS BY THE BOARD** (continued)

**Challenging Board Actions**

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

1. Stopping or preventing the Board's violation or threatened violation of the Brown Act
2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions
3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:
  - a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.
  - b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.
  - c. The action is brought within the time required by Government Code 54960.2.
4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression
5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

**ACTIONS BY THE BOARD** (continued)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.

*Legal Reference:*

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-17512 Leasing for production of gas, resolution requiring unanimous vote

17546 Private sale of personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35160-35178.4 Powers and duties

48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue

1245.240 Eminent domain vote requirements

1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

**ACTIONS BY THE BOARD** (continued)

*Legal Reference: (continued)*

GOVERNMENT CODE (continued)

54950-54963 *The Ralph M. Brown Act, especially:*

54952.6 *Action taken, definition*

54953 *Meetings to be open and public; attendance; prohibition against secret ballots*

54960-54960.5 *Actions to prevent violations*

65352.2 *Coordination with planning agency*

PUBLIC CONTRACT CODE

3400 *Bid specifications*

20111 *Contracts over \$50,000; contracts for construction; award to lowest responsible bidder*

20113 *Emergencies, award of contracts without bids*

20114 *Repairs, maintenance, and improvements to district facilities by day labor or force account*

22034 *Uniform Public Construction Cost Accounting Act informal bidding ordinance*

22035 *Repair or replacement of facilities in case of emergency*

22050 *Emergency contracting procedures*

COURT DECISIONS

*Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors* (2003) 112 Cal.App.4th 1313

*McKee v. Orange Unified School District* (2003) 110 Cal.App.4th 1310

*Bell v. Vista Unified School District* (2002) 82 Cal.App.4th 672

*Boyle v. City of Redondo Beach* (1999) 70 Cal.App.4th 1109

*Management Resources:*

CSBA PUBLICATIONS

*The Brown Act: School Boards and Open Meeting Laws, 2014*

ATTORNEY GENERAL PUBLICATIONS

*The Brown Act: Open Meetings for Local Legislative Bodies, 2003*

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

*Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010*

WEB SITES

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

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

Office of the Attorney General: <http://www.oag.ca.gov>

**ACTIONS BY THE BOARD**

**ACTIONS REQUIRING A SUPER MAJORITY VOTE**

**Actions Requiring a Two-Thirds Vote of the Board:**

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

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

2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

*(cf. 7131 - Relations with Local Agencies)*

*(cf. 7150 - Site Selection and Development)*

*(cf. 7160 - Charter School Facilities)*

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

*(cf. 6185 - Community Day School)*

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

**ACTIONS BY THE BOARD** (continued)

9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

*(cf. 7214 - General Obligation Bonds)*

10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

*(cf. 7213 - School Facilities Improvement Districts)*

11. Resolution to place a parcel tax on the ballot (Government Code 53724)

12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

13. When the district has a three-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

**Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:**

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

**ACTIONS BY THE BOARD** (continued)

**Actions Requiring a Four-Fifths Vote of the Board:**

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

*(cf. 3110 - Transfer of Funds)*

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

*(cf. 3311 - Bids)*

5. When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)
6. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

*(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)*

**ACTIONS BY THE BOARD** (continued)

**Actions Requiring a Unanimous Vote of the Board:**

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

**Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:**

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*



**ACTIONS BY THE BOARD**

**UNCONDITIONAL COMMITMENT LETTER**

To: *(Name of district attorney or any interested person)*

The Governing Board of Tipton Elementary School District has received your cease and desist letter dated *(date)* alleging that the following past action taken by the Board violates the Ralph M. Brown Act: *(Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

*(Name)*

*(Title of Board President or other designee)*