

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

Thursday, June 6, 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. Open Public Hearing on the Spending Determination for Funds Received from EPA for 2019 - 2020

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

3. Open Public Hearing on the Local Control Accountability Plan (LCAP) 2019 - 2020

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

4. Open Public Hearing on the 2019 - 2020 Budget Adoption

- 4.1 Open for public questions and comments
- 4.2 Close Public Hearing

5. 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.

- 5.1 Community Relations/Citizen Comments
- 5.2 Reports by Employee Units CTA/CSEA

6. CONSENT CALENDAR: Action items:

- 6.1 Minutes of the Regular Board Meeting - May 7, 2019
- 6.2 Agreement with TCOE for Psychological Services
- 6.3 Save the Children Partner Agreement
- 6.4 Agreement with TCOE to Furnish Food Service between Childcare and Adult Food Program Sponsor
- 6.5 Fundraiser Request

7. ADMINISTRATIVE: Action items:

- 7.1 Automated External Defibrillator Program (AED) for 2019-2023
- 7.2 Approval of Authorized Signature
- 7.3 Agreement for Illuminate Education

- 7.4 Approval of Changes to Administrative Assistant (Confidential) Job Description
- 7.5 Quarterly Board Policy Updates March 2019
- 7.6 Landscaping Project Change Order # 2
- 7.7 Resolution #2018-2019-15 in the Matter of Spending Determination for Funds Received from the Education Protection Account for 2019-2020 Fiscal Year

8. INFORMATION: (Verbal Reports & presentations)

- 8.1 MOT--FOOD SERVICE—PROJECTS
- 8.2 Landscape

9. Any Other Business

- 9.1 Quarterly Board Policy Updates for May – Informational

10. Adjourn to Closed Session:

- 10.1 Government Code Section 54957
Public Employee Discipline/Dismissal/Release/Complaint
- 10.2 Government Code Section 54957.6
Conference with labor negotiators
Agency designated representatives: Jacob Munoz and Stacey Bettencourt
Employee Organization: CSEA
- 10.3 Government Code Section 54957.6
Conference with labor negotiators
Agency designated representatives: Jacob Munoz and Stacey Bettencourt
Employee Organization: CTA
- 10.4 Government Code Section 54957.6
Conference with Labor Negotiators
Agency designated representatives: Jacob Munoz and Stacey Bettencourt
Underrepresented Employee: Management Employees
- 10.5 Education Code section 35146
Student transfers, inter District request, etc
- 10.6 Government Code section 54957.6 Conference with labor negotiator
Name of negotiator: Board President Greg Rice
Unrepresented employee: Superintendent
- 10.7 Government Code Section 54957
Public Employee Appointment/Employment
Title: First Grade Teacher for 2019-2020

11. Reconvene to open session

12. Report out from Closed Session

13. Adjournment

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

6. CONSENT CALENDAR: Action items:

6.1 Minutes of the Regular Board Meeting - May 7, 2019

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

Tuesday, May 7, 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, Cherie Solian, Andrea Hooyer, and Sandra Cunha.

2. Public Input:

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

2.3 Correspondence - Review of Second Period Interim Report, 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

Motion to approve the consent calendar 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

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

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

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

No – 0

Abstain – 0

Absent –0

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

Motion to approve Adoption of District’s Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2019-2020 School Year was made 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

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

Motion to approve 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 was made by Shelley Heeger and second by Iva Sousa.

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

No – 0

Abstain – 0

Absent –0

4.4 English Learner Reclassification Criteria

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

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

No – 0

Abstain – 0

Absent –0

4.5 LEA Medi-Cal Direct Billing Program OptiService Contract

Motion to approve LEA Medi-Cal Direct Billing Program OptiService Contract was made by Iva Sousa and second by Fernando Cunha.

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

No – 0

Abstain – 0

Absent –0

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

Motion to approve Professional Service Agreement with SchoolWorks, Inc. for Developer Fee Study was made by Iva Sousa and second by Fernando Cunha.

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

No – 0

Abstain – 0
Absent –0

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

Motion to approve Professional Services Agreement Funding and Eligibility under State School Facility Program (SFP) with SchoolWorks, Inc. was made by Shelley Heeger and second by Iva Sousa.

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

No – 0

Abstain – 0

Absent –0

4.8 Athletic Director Job Description

Motion to approve Athletic Director Job Description was made by Fernando Cunha and second by Shelley Heeger.

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

No – 0

Abstain – 0

Absent –0

5. FINANCE: Action items:

5.1 Vendor Payments

Motion to approve Vendor Payments was made by Fernando Cunha and second by John Cardoza.

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

No – 0

Abstain – 0

Absent –0

5.2 Budget Revisions

Motion to approve Budget Revisions as made by Shelley Heeger and second by John Cardoza.

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

No – 0

Abstain – 0

Absent –0

6. INFORMATION: (Verbal Reports & presentations)

6.1 MOT--FOOD SERVICE—PROJECTS

6.2 Preconstruction Meeting Notes with Quality Landscape

Mrs. Bettencourt updated the Board on the progress being made with the landscaping.

Mrs. Bettencourt shared with the Board an update of activities that were going on which included a staff luncheon, Mother's Day Donuts, Ms. Lampe's play; which will be held on May 14th and 15th with doors opening at 6 o'clock, Open House on May 16th, K-3 perfect attendance trip to the movies with Mr. Munoz, 4-8th Waterslide trip to Island Water park with Mrs. Bettencourt for

perfect attendance and honor roll, Kindergarten's play performance for parents on May 29th, end of the year awards scheduled for June 3rd and graduation on June 4th at 7 pm. Mrs. Bettencourt also updated the Board on the foggy days that will be made up as well as the waiver that was submitted to the state. Mrs. Bettencourt also invited them to the BBQ that will be held on June 5th. Mrs. Bettencourt shared an updated on CAASPP testing.

Mrs. Bettencourt introduced Dr. Cherie Solian as the candidate for the Principal position.

7. Any Other Business-

7.1 Quarterly Board Policy Updates March 2019

8. Adjourn to Closed Session: 7:38 pm

9. Reconvene to open session 9:07 pm

10. Report out from Closed Session

8.1 Education Code section 35146
Student transfers, inter District request, etc.

Motion to approve student #18-19059 inter district was made by Iva Sousa and second by John Cardoza.

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 negotiators
Agency designated representatives: Jacob Munoz and Stacey Bettencourt
Employee Organization: CSEA

Discussion only

8.4 Government Code Section 54957.6
Conference with labor negotiator
Name of negotiator: Board President
Underrepresented employee: Superintendent

Discussion only

8.5 Government Code Section 54957
Public Employee Appointment/Employment
Title: Principal for 2019-2020

Motion to approve Cherie Sulian as the Principal for the 2019-2020 school year was made by Iva Sousa and second by Fernando Cunha.

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

No – 0

Abstain – 0

Absent –0

8.6 Government Code section 54957 Public Employee Discipline/Dismissal/Release

Motion to ratify employee #3083421018, a 1st grade teachers resignation effective May 7, 2019 and accepted by the Superintendent/Principal on April 29, 2019 was made by John Cardoza and second by Shelley Heeger.

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

No – 0

Abstain – 0

Absent –0

8 **Adjournment 9:08 pm**

Minutes approved June 6, 2019

Greg Rice, President

Iva Sousa, Clerk

Stacey Bettencourt, Secretary

6. CONSENT CALENDAR: Action items:

6.2 Agreement with TCOE for Psychological Services

AGENCY AGREEMENT

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

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of **July 1, 2019** and shall expire on **June 30, 2020**.
2. **SERVICES:** SUPERINTENDENT shall provide DISTRICT with **0.5** days per week of psychological services, which include:

Behavior Analysis and Intervention:

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

Conduct Psycho-Educational Assessments:

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

Consultation and Collaboration:

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

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

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

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

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

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT **\$22,840.00** for the services described above, not to exceed the sum of **\$22,840.00**.
4. **METHOD OF PAYMENT:**
 - a. SUPERINTENDENT shall transfer this sum from the funds of the DISTRICT to the County School Service Fund at **May 31, 2020**.

5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.


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

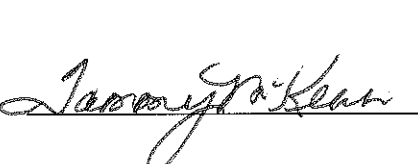
DISTRICT

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

SUPERINTENDENT

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

By: 
 Date: 5/14/19

By: 
 Date: 5-1-19

TCOE Program Information


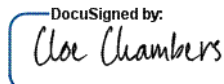
Contact Person and Phone No: Joe Martinez, Director-Psychological Services
 730-2910 Ext. 5164
 Budget Number: 010-00014-0-0-8699

Please return an original copy to: Tulare County Office of Education
 Tammy McKean, Assistant Superintendent
 P.O. Box 5091
 Visalia, CA 93278-5091

6. CONSENT CALENDAR: Action items:

6.3 Save the Children Partner Agreement

SUB-AGREEMENT
BY
Save the Children Federation, Inc.
TO
Tipton Elementary School District
370 N. Evans Road
Tipton, California 93272

1. Project Name: Tipton Elementary	2. Sub-award Number: 999002012
3. Sub-award Effective Date: 7/01/2019	4. Sub-award Expiration Date: 6/30/2020
5. Sub-recipient Contact Name and Information: Mrs. Stacey Bettencourt Superintendent sbettencourt@tipton.k12.ca.us 559-752-4213	6. Save the Children Contact Name and Information: SaRonn Mitchell, Specialist, Early Steps to School Success Programs smitchell@savechildren.org
7. Donor Comments:	
8. Total Obligated Amount: \$100,377	9. Total Estimated Amount \$100,377
<p><i>Save the Children Federation Inc. and Tipton Elementary School District hereby agree that the electronic signatures, as defined in the Electronic Signatures in Global and National Commerce Act of 2000 ("ESIGN") used in execution of this Agreement are legally binding and, as such, equivalent to traditional handwritten signatures under ESIGN and other applicable laws. Both Save the Children and Tipton Elementary School District further agree that the electronic signatures used in execution of this Agreement shall constitute an original for all purposes. Tipton Elementary School District agrees that it is solely responsible for maintaining security and confidentiality of its electronic signatures, and that it shall be solely responsible for all actions initiated under its electronic signatures.</i></p>	
<p>IN WITNESS WHEREOF, Save the Children Federation, Inc. and Sub-recipient have each caused this agreement to be executed on their behalf:</p>	
10. Sub-recipient Authorized Representative: BY:  <small>C3EBDE8804D4499...</small> Mrs. Stacey Bettencourt TITLE: Superintendent DATE: 5/23/2019	11. Save the Children Federation, Inc. Authorized Representative: BY:  <small>37ECFFFE474C4D4...</small> Cloe Chambers TITLE: State Director DATE: 5/20/2019

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I Definitions and Scope of the Agreement

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

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

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

“**Days**” means calendar days

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

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

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

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

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

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

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

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

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

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

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

“**Funder Applicable Cost Principles**” means any cost principles dictated by the prime donor that must be flowed down to sub recipients.

(b) Purpose

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

(c) Total Sub-award Amount

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

(d) Current Obligated Funding Amount

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

(e) Gifts-in-kind

SCUS is actively pursuing gift-in-kind contributions which may replace Current Obligated Funding Amounts included in the Project budget. Should SCUS secure such contributions, they will be passed through to the partnering organization and the dollar amounts of said contributions will be removed from the Current Obligated Funding Amount of the Project. SCUS will send a formal budget revision at that time.

2 Appendices

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

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

	I.a. School Age Program Quality Standards
	I.b. Afterschool Program Component
	I.c. In-School Literacy Program Component
	I.d. Foster Grandparent Program Expectations
	I.e. SummerBoost Camp Program Component
	I.f. KinderBoost Program Component
<input checked="" type="checkbox"/>	I.g. Early Steps to School Success Program Component
	I.h. Sponsorship Program Expectations
	I.i. Sponsorship Basic Education Program Expectations
<input checked="" type="checkbox"/>	I.j. Data Use Agreement and Consent to Release Confidential Student Education Records
<input checked="" type="checkbox"/>	I.k. Technology System Requirements
<input checked="" type="checkbox"/>	I.l. Partner plan

Appendix 2 - Project / Program(s) Budget

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

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

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

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

Appendix 7 – Save the Children Vendor Questionnaire Form

3 Responsibilities of the Parties

(a) Roles and Responsibilities of SCUS

SCUS will:

- (i) Be legally and solely responsible to the Donor for the Project / Program(s) and be the sole Party in direct communication with the Donor;
- (ii) Transfer funds on time and otherwise in accordance with Section 4;
- (iii) Provide guidance and technical assistance for the Sub-recipient to implement the Project/ Program(s) as described in the Project / Program Plan (Appendix I);
- (iv) Engage in other monitoring activities necessary to effectively oversee this sub-award which may include on-site visits to observe program activities, financial monitoring, periodic implementation meetings and other measures necessary to monitor activities under this sub-award. Sub-recipient

programs will be periodically monitored through SCUS site visits to selected sites with a minimum of one week prior notification when possible. SCUS reserves the right to conduct unannounced site visits if it is deemed necessary to ensure program operations and effectiveness.

(b) Roles and Responsibilities of the Sub-recipient

The Sub-recipient will:

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

(c) Roles and Responsibilities of the Parties

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

4 Budget, Funds Transfers, and Financial Management

(a) Budget and Funding

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

(iv) Upon acceptance of this Sub-award, SCUS shall make periodic payments to the Sub-recipient as detailed in the sections below. All payments to the Sub-recipient will be made by direct deposit or check in the name of the Sub-recipient as follows: **Tipton Elementary School District**. Payments will be issued upon receipt of an acceptable financial report and generally within 30 days of receipt.


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

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

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

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

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

Initial: 
 Maryann Henry

(v) Other Terms of Payment:

01. Accounting for payments: Advances shall be deposited by the Sub-recipient and maintained in a separate bank account unless the Sub-recipient utilizes a segregated fund accounting system that tracks funds by sub-award and is acceptable to SCUS. If the Sub-recipient does not have

segregated fund accounting and a separate bank account is specifically excluded by legislative authority, then funding will be provided on a cost reimbursement basis.

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

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

(b) Under-spending and Implementation Delays

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

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

(c) Return of unused funds

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

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

(d) Financial Management

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

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

5 Cost Share

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

CHECK AS APPROPRIATE

The budget for this Sub-award **INCLUDES** Cost Sharing. As per budget attached, Sub-recipient agrees to contribute **\$7,506** to the Project. It is expected that Sub-recipient

make every effort to meet this cost share amount during Project implementation. SCUS recommends that Sub-recipient track and document this contribution for their internal purposes, however is not required to report this to SCUS.

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

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

6 Amendments

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

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

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

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

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

7 Audit and Record Retention

(a) Audit

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

(b) Financial Records

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

03. The format of the financial report are recommended to include the following items:
- a. Budget column with program costs, line item account codes, and subtotals of program expenses (for example a sub total for In-school and a sub total for Afterschool). The financial report budget should reflect the same line items and amounts as indicated in the attached budget. The in-system report should clearly identify the line item categories within program costs that are reflected in the budget.
 - b. Actual period expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line item listed in the attached budget.
 - c. Cumulative (YTD) expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line items included in the attached budget.
 - d. Balance remaining by program cost, account code and subtotal as per line items listed in the attached budget.
 - e. Reconciliation of program funds summary: Project funds received Less: Actual cumulative expenditures Equals: Project funds remaining
04. Signed and dated: All financial reports must be signed and dated by the following individuals depending on the fiscal agent managing this sub-award for your school:

Board of Education: Finance Officer and the school Superintendent

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

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

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

Cora Roos
Portfolio Manager
croos@savechildren.org

(c) Other reporting

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

9 General Procedures

(a) Timesheets

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

(b) Student Data

SCUS and the Sub-recipient intend that SCUS will review Student Data (as defined in this section) to evaluate the needs of Sub-recipient's students, and to determine which of those students will benefit from their participation in the Project, with the objective of improving educational outcomes of the Sub-recipient's students. But for SCUS's services as described in this Agreement, Sub-recipient would be required to utilize its own personnel for the services being provided by SCUS, such that SCUS shall be deemed a "school official" within the meaning of 34 C.F.R. § 99.31(a)(i)(B). Thus, the Sub-recipient must provide access to student data for all in the Sub-recipient's schools covered by this Agreement, including program enrollment information such as student name,

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

(c) Limitation of Liability

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

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

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

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

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

(d) Applicable Laws and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Except as provided in this Paragraph, the parties shall settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, by binding arbitration in Connecticut. Either party to this Agreement may initiate arbitration by serving notice on the other parties of an intent to arbitrate. The notice shall specify with particularity the claims or issues that are to be arbitrated. Within ten (10) days of sending the notice to all parties, the party initiating the process shall obtain a list of available arbitrators from the local office of the American Arbitration Associations (“AAA”) and shall provide the list to the other parties. The parties shall select a mutually acceptable arbitrator within ten (10) days of receiving the list, and in the event the parties

are unable to agree on an arbitrator within ten (10) days, any party may petition the Presiding Judge of the Superior Court to select a single arbitrator from the AAA list. The parties shall have the discovery rights available under Connecticut's civil procedural rules, except that all discovery must be concluded within 60 days of the selection of an arbitrator and the arbitration hearing must be concluded within 30 days of the close of discovery. The hearing will be conducted in accordance with Connecticut rules of evidence. The arbitrator's final decision shall be rendered within thirty (30) days of the final hearing day. Judgment upon the arbitrator's final award may be entered in any court having jurisdiction thereof. The parties shall bear in equal shares the arbitrator's fees and costs. The prevailing party in the arbitration shall be awarded its reasonable attorney's fees and all costs, other than the arbitrator's fees and costs. The foregoing notwithstanding, any dispute arising from or in connection with the use of trademarks and/or other intellectual property may be brought before a Connecticut court of competent jurisdiction, and the party seeking such action shall be entitled to seek injunctive or other equitable relief. For the purposes of seeking equitable relief hereunder, the parties agree that the trademarks and other intellectual property have significant intrinsic and monetary value and injury by infringement or improper use would be irreparable, without the need to show inadequate monetary or other remedy at law.

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

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

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

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

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

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

(f) Confidentiality

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

- (i) Use such Confidential Information for any purpose other than performance of this Agreement or
- (ii) Disclose such Confidential Information, directly or indirectly, to any other person, without in each instance the prior written consent of the other Party.

(g) Prohibition Against Terrorist Financing

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

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

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

- (i) Before providing any material support or resources to an individual or entity, the Sub-recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/fuzzy_logic.aspx, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided to the Sub-recipient.
- (ii) Before providing any material support or resources to an individual or entity, the Sub-recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: https://www.un.org/sc/suborg/en/sanctions/1267/qa_sanctions_list.
- (iii) Before providing any material support or resources to an individual or entity, the Sub-recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- (iv) The Sub-recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- (v) The Sub-recipient may be asked on a semi-annual basis to update the compliance information originally provided during the pre-award phase of the partnership. Information needed for the compliance check is subject to change and SCUS will notify all Sub-recipients as early as possible regarding any such changes.

(h) Child Safeguarding Policy

The Sub-recipient has received, read and agrees to comply with SCUS's Child Safeguarding Policy (Appendix 3).

All sub-recipients are required to participate in mandatory Child Safeguarding training. There are two separate training modules. First, all sub-recipient staff having direct contact with children or their data must complete the Child Safeguarding Foundations Course located on Save the Children's

partner portal. Second, all sub-recipients are required to attend a live Child Safeguarding webinar annually.

All partner employees must undergo proper vetting including but not limited to, criminal background checks and sexual offender registry search, and partner organizations must use reasonable processes for “clearing” any discrepancy to ensure that employee does not pose a risk to any child or vulnerable adult.

The Child Safeguarding Policy requires all concerns and/or suspected or known policy violations to be reported within 24 hours. All sub-recipients are required to report, via Save the Children’s internal reporting database, as well as to any external authorities, as required by law. Child Safeguarding Focal Points (CSFPs) are embedded throughout the US to assist sub-recipients in reporting suspected or known violations, as well as to answer and consult on any Child Safeguarding issues within the sub-recipient’s program.

Reports may be filed in name or anonymously in English or Spanish by calling toll-free within the US at 1-844-287-1892. Online submissions can be made at SavetheChildren.EthicsPoint.com. Reports sent via mail must be addressed to: Director, Child Safeguarding, 899 N. Capitol Street, NE, Suite 900, Washington, DC 20002.

Initial: 

Mrs. Stacey Bettencourt, Superintendent


(i) Zero-tolerance Fraud Policy

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

- (a) Sub-recipient represents and warrants that it has complied and will comply with all applicable anti corruption laws.
- (b) Sub-recipient shall promptly report to SCUS any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS:
 - a. Reports may be submitted to the Sub-recipient’s key contact(s) at SCUS; or
 - b. Reports may be made directly to SCUS’s Legal Department via hotline@savechildren.org or file an anonymous report:
 - i. online at <http://SavetheChildren.EthicsPoint.com> or
 - ii. via phone +1 (844) 287-1892 in the United States. If you are outside of the United States and would like to report by phone, go to <http://SavetheChildren.EthicsPoint.com> for a full listing of contact numbers by country.
 - c. Sub-recipient shall preserve all documents pertaining to any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS and shall cooperate fully in any investigation or audit commenced by SCUS or its donors, including making documents, facilities, and personnel available to SCUS or its donors
- (c) Sub-recipient shall promptly and fully reimburse SCUS for any losses or penalties arising from any incident of fraud, bribery, or corruption involving their employees or agents and shall hold SCUS harmless from and against any claims, demands or expenses (including attorney’s or other professional fees) arising from or relating to Sub-recipient’s noncompliance with the terms of the anti-corruption clauses of this Agreement.

- (d) SCUS shall have the right to terminate this Agreement with immediate effect, and shall have no further obligation to Sub-recipient if SCUS reasonably believes that Sub-recipient is in noncompliance with the anti-corruption clauses of this Agreement.

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

Initial: 

Mrs. Stacey Bettencourt, Superintendent

(j) Social Media Policy


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

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

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

Fax: 1-475-999-3293

Web: Savethechildren.ethicspoint.com

Initial: 

Mrs. Stacey Bettencourt, Superintendent

(k) Intellectual Property Ownership and Use

(i) Definitions:

(01) "**Pre-existing Materials**" shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes, other materials and intellectual properties, proprietary information, know-how and/or trade secrets fixed in writing or other tangible media developed by Sub-recipient separate and apart from this Sub-award.

(01) "**Third Party Materials**" shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media developed separate and apart from this Agreement and owned by or exclusively licensed to a third party.

(02) "**Work Product**" shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media first developed under this Agreement.

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

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

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

Materials into the Work Product, Sub-recipient further grants SCUS, as applicable, a royalty free, irrevocable, non-exclusive license to receive, copy, use but not alter to the extent that a derivative work is created, publish and reproduce the Pre-existing Materials as incorporated in the Work Product. Sub-recipient shall be acknowledged as the owner of the Pre-existing Materials as appropriate.

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

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

(l) Order of Precedence:

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

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

(m) Prior Approvals

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

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

(n) Insurance

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

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

C) The Sub-recipient shall be solely liable for the loss or theft of, or damage to, any and all items purchased with Subagreement funds (including items in the possession of its lower-tier Sub-recipients), and, as soon as reasonably practicable after any such loss, theft or damage, shall replace such items at its own expense in compliance with the procurement requirements set forth below in Article 7 (Procurement). In addition, the Sub-recipient shall be solely liable for

the loss or theft of any Subagreement funds held in cash by the Subagreement or any of its agents or lower-tier Subrecipients and shall have no recourse to SCUS or the Funder for any such loss or theft.

(o) Conflict of Interest

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

Some examples of conflicts of interest:

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

Conflicts of interest:

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


 A handwritten signature in blue ink, consisting of the letters 'S' and 'B' with a stylized flourish, enclosed in a blue rectangular box. Above the box, the letters 'DS' are printed.

Initial: _____
Mrs. Stacey Bettencourt, Superintendent

(p) Procurement

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

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

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

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

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

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

(q) Representations and Warranties

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

(q) Indemnification

Sub-recipient shall hold harmless and indemnify SCUS and its directors, officers, agents and employees from and against all causes of action, losses, claims, liabilities, damages (including but not limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the negligent acts, errors or omissions or willful misconduct of Sub-recipient, its directors, officers, agents or employees. Additionally, the Sub-recipient shall indemnify and hold harmless SCUS for and from all costs, risks, delays, losses, damages and other liability incurred by SCUS due to the Sub-recipient's noncompliance with such laws or failure to secure such licenses, permits, and other approvals. This paragraph shall survive the expiration or termination of this Agreement for a period equal to the running of any applicable statute of limitations, including all tolling periods.

10 Title, Use, and Disposition of Property

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

11 Remedies for Non-Compliance

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

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

12 Specific Conditions

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

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

- (b) These additional award conditions may include items such as the following:
 - (1) Requiring payments as reimbursements rather than advance payments;
 - (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - (3) Requiring additional, more detailed financial reports;
 - (4) Requiring additional Project monitoring;
 - (5) Requiring the Sub-recipient to obtain technical or management assistance; or
 - (6) Establishing additional prior approvals.
- (c) SCUS will notify the Sub-recipient as to:
 - (1) The nature of the additional requirements;
 - (2) The reason why the additional requirements are being imposed;
 - (3) The nature of the action needed to remove the additional requirement, if applicable;
 - (4) The time allowed for completing the actions if applicable, and
 - (5) The method for requesting reconsideration of the additional requirements imposed.
- (d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

13 Termination

(a) Termination by SCUS

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

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

(b) Mutual Termination

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

(c) Terms of Termination

- (i) Termination shall be effected by written notice to the terminated Party. The notice shall identify the basis for termination, the reason(s) therefore, the effective date of the action, a statement identifying which part (or all) of the remainder of the Agreement Term or the program activities is terminated, and procedures and standards, as appropriate, for phasedown costs and submission of final invoices.
- (ii) The termination shall be effective on the date stated in the notice.
- (iii) Unless otherwise stated in the termination notice, or as otherwise approved on a case by case basis, SCUS shall not be obligated to reimburse the Sub-recipient for any expenses incurred after the termination effective date. The Sub-recipient shall, with due regard to economy, effect an expeditious but orderly phasedown of program activities and implementation efforts. Reasonable phasedown costs will be reimbursed. Notwithstanding termination, SCUS's obligation to reimburse termination costs under this Article shall in all respects be subject to funding from the Funder and, if required, Funder approval.

(d) Force Majeure

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

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

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

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

(e) Duties Upon of Termination

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

14 Assignment

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

15 Severability

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

16 Non-Waiver

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

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

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

Early Steps to School Success (ESSS) Expectations:

Partner and Save the Children Responsibilities:

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

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

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

Partner Site Responsibilities:

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

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

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

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

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

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

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

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

- Enroll and maintain enrollment of 20 children in the Home Visiting component of each ESSS program. This includes pregnant women and children ages birth to 3. Initially, all enrollment slots must be filled within 6 months of program start-up. As a slot become available, it must be filled within one month of becoming vacant.

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

- Enroll a minimum of 10 pre-kindergartners (3-5 year olds) in the community 3-5 Kindergarten Readiness Groups.

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

- Provide each family in the home visiting component with a minimum of 2 home visits per month that last approximately an hour and includes the Book Bag Exchange with documentation of the number of times the child is read to or engaged in a literacy-based activity.
- Make up missed home visits so that each family participating in the Home Visiting component receives an average of 2* visits per month in any given period.
- Hold a minimum of 1 Parent/Child Group per month for all children and families enrolled in ESSS or on the waiting list. (These can also be open to other children and families in the community.)
- Hold a minimum of 2 Kindergarten Readiness Groups per week (sites with Vroom funding).
- Identify a qualified PPVT Examiner (or PLS Examiner) to test eligible 3 and 5 year olds.
- Complete PPVT or PLS testing on all eligible 3 and 5 year olds.
- Conduct a quality check (Parent Satisfaction Survey) with all families annually.
<https://savechildrenusa.sharepoint.com/sites/USPAPartners/ESSS/Site%20Supervisors/Form/AllItems.aspx>
- Participate in a Program Quality Assessment (PQA) at the site at least every two years.

Save the Children Responsibilities:

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

Additional information about the ESSS program can be found on the Partner Portal at:

<https://uspartners.savethechildren.org/EarlyChildhood/Shared%20Documents/Forms/AllItems.aspx>

- Additionally, Save the Children considers the following characteristics essential for successful ESSS partnerships:
 - Identified need in the community for early childhood development services for children ages birth to five.
 - Agency/school interest and vested support in serving families with children ages birth to five.
 - Agency/school already providing some services for children ages pre-birth to 3rd grade.
 - Partner is a school-based program or community-based agency with strong connections to the school.
 - Partner has facility capacity, including space for parent/child group meetings.
 - Partner has the organizational capacity to add on and develop a new program (i.e. ability to manage program and supervise staff).

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

- Support from the school/agency leadership for the program.
- Partner would not be duplicating services provided by other organizations.

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

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

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

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

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

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

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

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

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

4. CONFIDENTIAL INFORMATION.

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

b) Redisclosure of Student Education Records. Data Recipient agrees that it will not redisclose the Stored Data without the prior consent of the parent or eligible student to whom the education record and/or student record refers or unless otherwise authorized in an agreement between the District and the Data Recipient. In all cases of re-disclosure, Data Recipient shall ensure that the authorized third-party recipient agrees to protect the confidentiality of the Stored Data at the same or higher standards that Data Recipient is required to protect the Stored Data under applicable privacy laws.

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

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

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

6. INDEMNIFICATION.

a) General Indemnification. To the fullest extent permitted by law, the District and Data Recipient each agrees to indemnify, defend and hold harmless Renaissance, its board, its officers and, employees from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, defense costs arising or resulting from, or occasioned by or in connection with any release of the Stored Data by, respectively, the District or Data Recipient or their subcontractors; including but not limited to: breach of its duty

to comply with any laws or regulations applicable to this Agreement, including but not limited to FERPA, IDEA, or any state Student Records Law or the breach of any provision in this Agreement by the District or Data Recipient. The obligation of indemnification set forth in this Paragraph shall survive the termination of this Agreement. It is expressly understood and agreed that this indemnification agreement is not joint and that neither the District nor Data Recipient is responsible for any breach by the other party.

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

7. USE OF RENAISSANCE’S PRODUCT AND SERVICES.

a) District agrees that its use of Renaissance’s products and services shall be governed by Renaissance’s Terms of Service and License, available at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf>, or, if applicable, a similar agreement separately entered into between District and Renaissance.

b) The length of the subscription period of the license provided under this Agreement and the agreement with Save the Children shall be July 1, 2018 to June 30, 2020, unless amended or altered by written agreement of the Parties.

8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

_____ (“DISTRICT”)

SAVE THE CHILDREN FEDERATION, INC.

District name

Authorized signature

Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

RENAISSANCE LEARNING, INC.

Authorized signature

Printed name

Title

Date

Save the Children, U.S. Programs Technology Guidelines

Technology Goals

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

A Partner must have a reasonable number of serviceable computers in a computer lab and/or library to be used by children who participate in the programs supported by Save the Children. It is recommended that there be one internet enabled computer/device for every 4-6 children participating in our Afterschool, In School Literacy and SummerBoost programs. Every Partner must have a qualified Technology Specialist who will be responsible for ensuring the appropriate technology is accessible by program staff and children. Program staff must be committed to using the tools provided.

Save the Children's Literacy programs utilize web-based software provided by Renaissance (www.Renaissance.com). Their literacy and math software, (Accelerated Reader, STAR Reading, STAR Early Literacy, and STAR Math) consists of computerized quizzes and assessments to measure students' comprehension and progress. All Partners are required to use Renaissance software (either Renaissance Place or the newest platform, Renaissance Growth) which is hosted online directly by Renaissance.

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

Technology Guidelines

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

- One computer or device for every 4-6 children enrolled in our Afterschool, In School Literacy or SummerBoost programs (based on average daily attendance).
- Apple Macintosh computers/devices are compatible with Renaissance Learning products, however, it is recommended that at least one Microsoft Windows based computer or device be

available for Save the Children applications (including SCORE, and the USPA Portal). **Save the Children applications are not certified to work on Apple computers, however, by using the Chrome browser on a Macintosh, several partners have been able to successfully access our applications on Apple devices, with the caution that some features of our applications may not be usable without a Microsoft browser.**

- High speed Internet access
- Browser: Microsoft Edge or Chrome
- Computers/devices used for data entry must have the ability to connect to teleconferences such as Zoom Meetings and WebEx with both a camera and audio available; additionally, when possible, a telephone located near a computer or access to a cell phone is recommended.
- Adequate number of quality printers

Save the Children Technology Requirements

Below are minimum technical requirements for computers to run Save the Children’s U.S. Programs monitoring & evaluation system (SCORE) and Save the Children’s USPA Partner Portal. Both applications are web-based, and therefore will not be housed on any Partner owned equipment/servers.

Please refer to Renaissance’s “Renaissance Technical Recommendations” available on Renaissance’s website www.Renaissance.com (also copied below in Appendix 1) for specific guidelines related to their products.

Technology Component	Save the Children, U.S. Programs Technology Requirements
Computer	There should be at least one Microsoft based computer/device (with keyboard data entry) available on site. Save the Children applications are not guaranteed to run on Apple computers (though our applications do work in Chrome, functionality may not be complete).
Web Browser	Recommended: Microsoft Edge or Chrome <i>*A small number of less frequently used features of our USPA Staff Portal (based on Microsoft SharePoint) do not work in Chrome.</i>
Operating System	Recommended: Windows 10 or higher / Minimum: Windows Vista* <i>*Windows XP is no longer supported, and IE 11 cannot be installed. Please upgrade your OS to a minimum of Windows Vista.</i>
Processor & RAM	Follow minimum requirements for your operating system
Screen Resolution	1280x720 or higher
Printer(s)	Required
Internet Connection	Broadband Internet Connection (DSL, Satellite, or Cable)
Other Requirements	<ul style="list-style-type: none"> • Microsoft Excel • JavaScript should be turned on in the browser for best user interface experience

Appendix 1: Renaissance Technical Recommendations



Technical Recommendations

A successful Renaissance software implementation requires compliance with the recommendations in this document. Note as of July, 2017, we will no longer support Internet Explorer 9, older versions of Firefox and Chrome, and Safari 5.1 – 6.x. These changes effectively end support for Windows XP, Windows Vista, and Macintosh computers running OS X v10.6–10.8. The complete changes that will go into effect in July, 2017 can be viewed at <http://www.renaissance.com/services/product-support/tech-updates/> and are reflected throughout this document.

Supported Web Browsers

Windows – Internet Explorer 10.x–11.x¹, Firefox - five most recent versions², Chrome – five most recent versions³

Macintosh – Safari 7 and later, Firefox - five most recent versions², Chrome – five most recent versions³

Screen Resolution

1024 x 768 or higher

We recommend enabling “full screen” mode in the browser and setting the zoom to 100% when students take Star tests to help ensure no scrolling is needed. Note browsers with additional customizations (bookmark tabs, plugins) and lower screen resolutions result in a smaller available space, and may require students to scroll down to view the Next button.

Internet Connection

Broadband Internet connection (DSL, satellite, or cable). Verify you have adequate bandwidth to support task usage estimates. See Knowledge Base article #3943285 <http://support.renaissance.com/techkb/techkb/3943285e.asp> for more information.

Mobile Devices

- Tablets – Accelerated Math, Accelerated Math 2.0, Accelerated Reader, MathFacts in a Flash, and Star student applications are supported using a web browser on tablets 7 inches or larger. Supported browsers include Internet Explorer 11, the five most recent versions of Firefox and Chrome, Safari 7 and later, and Silk on Kindle Fire HD. Note: Students should use Firefox when testing in Star Early Literacy on Android devices. First-generation iPads are not supported and devices running versions of Android older than 4.1 (pre-Jelly Bean) are not supported. Tablets with resolutions below 2,048 x 1,536 may require students to scroll to see the entire interface. Performance may be degraded on single-core processor devices.
- Chromebooks – Renaissance web-based products are compatible with Chromebooks and other Chrome OS devices, with the exception of the AccelScan Scanning Software.

¹ Internet Explorer 10.x and 11.x are supported when launched in Desktop mode on Windows 8.x and 10. Internet Explorer in the Windows 8.x UI and the Microsoft Edge browser on Windows 10 are not supported.

² As of March 31, 2017, the five most recent versions of Firefox are 48 - 52

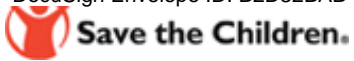
³ As of March 31, 2017, the five most recent versions of Chrome are 53 – 57.

Additional Client Requirements and Recommendations

- If using a firewall, proxy, and/or content filter, some changes may need to be made for Renaissance applications to function properly.
 - Allow access to Renaissance resources to be sure the software functions as designed. Add an exception within your firewall, proxy, or content filtering software to allow inbound and outbound HTTP and HTTPS communication with the *.renlearn.com domain as well as access to and from *.renlearnrp.com, *.renaissance.com, and *.renaissance-go.com.
 - Allow inbound and outbound HTTP and HTTPS communication access to ajax.googleapis.com (hosted by Google) and ajax.aspnetcdn.com (hosted by Microsoft). Certain Renaissance features access JavaScript libraries from these content delivery networks; you must allow access to the sites to be sure the software functions as designed.
 - Users may experience errors in the software if the proxy server caches Renaissance web pages. You may want to configure your network so that users bypass the proxy server entirely when accessing Renaissance.
 - Star Early Literacy and Star Math with Audio support require students to download MP3 from Renaissance. Star Early Literacy also accesses MP4 files. If you use content filtering be sure to allow this type of activity.
- Browser cookies must be enabled in order to log in to Renaissance as a student or personnel user. Refer to our Application Privacy Policy at <http://www.renaissance.com/wp-content/uploads/2016/10/Renaissance-Applications-Privacy-Policy-92616.pdf> for complete details
- ActiveX controls and plug-ins need to be enabled if using Internet Explorer on Microsoft Windows operating systems.
- Depending on which Renaissance applications/features will be used, there are a number of client applications/plugins that are required, including Adobe Reader and Adobe Flash Player. The AccelScan Scanning Software is required if scoring Accelerated Math or Accelerated Math 2.0 paper assignments using a scanner. All client applications/plugins should be installed as a local administrator to the workstation. Access <http://support.renaissance.com/techkb/techkb/11065865e.asp> to view a chart showing the client applications/plugins and where they are used in the software. Scanner warranty information can be viewed online in the AccelScan User's Guide, available at <http://doc.renlearn.com/KMNet/R003244104GF2920.pdf>.
- Microsoft Word 2007 or above is required to author content, including Accelerated Reader quizzes and articles and Star Custom assessment items. Note Microsoft Word Online is not compatible.
- Accelerated Reader Recorded Voice Quizzes, English in a Flash, Star Early Literacy, and Star Math with Audio support: Sound card and headphones or speakers.
- Accelerated Math or Accelerated Math 2.0 (paper assignments only): A 6ppm or higher laser printer is required. Paper assignments may be scored in a browser or with an AccelScan mark reader.

As technology advances it becomes necessary for software companies to drop support for older operating systems and browsers. Although Renaissance will not discontinue support for older products immediately, we will continue to evaluate system requirements and do our best to provide advance notice when it becomes necessary to raise our requirements. It is the responsibility of customers to keep their computers, networks, operating systems, and third-party software up-to-date and functional. We will do our best to support new technologies as they become available but cannot recommend them until they are properly vetted and proven compatible.

If you have any technical questions about Renaissance, call: (800) 338-4204.



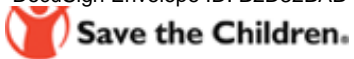
Approved Plan Report

Run Date:

5/8/2019

Program Year:	2019-2020
State:	California
Site:	Tipton Elementary
Approval Date/Time:	May 8 2019 1:29PM

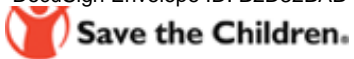
Plan Page Name	Plan Heading Name	Question	Response
Site Details	<i>General</i>	District	TIPTON ELEMENTARY
		Site Name	Tipton Elementary
	<i>Shipping Address</i>	Address 1	P.O. Box 787
		Address 2	370 North Evans
		Address 3	
		City	Tipton
		State	California
		Zip	93272
		County	Tulare
		Phone	559-752-4213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



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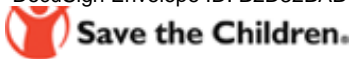
Fiscal Agent Details	<i>Fiscal Agent Details</i>	Address 3	
		City	Tipton
		State	California
		Zip	93272
District Dates	<i>District Date Details</i>	First Day of School	08/08/2019
		Last Day of School	06/03/2020
		Fall Break From	11/25/2019
		Fall Break To	11/29/2019
		Winter Break From	12/23/2019
		Winter Break To	01/03/2020
		Spring Break From	04/06/2020
		Spring Break To	04/10/2020
		Other Breaks/Holidays	
State Testing Dates			
Plan General Questions	<i>General Interest Questions</i>	I have read and agree to the Technology Requirements for USP Systems	Yes
		Is your district able to act as a distribution point for Gifts in Kind donations? This works best if you have access to a secure space of at least 1,000 square feet, a fork lift or power jack, and a loading dock. However, sites without those items are still able to act as a distribution center for some donations.	No
	<i>General Family Engagement Questions</i>	Does your school have goals and objectives related to Family Engagement included in your School Improvement Plan?	Yes
		Additional Comments (Type N/A if you answered No or N/A above)	We have included goals and objectives related to Family Engagement into our LCAP
		Does your school currently employ a staff person, such as a Family Resource Coordinator or Home School Liaison/Coordinator, responsible for leading Family Engagement?	No
		If Yes above, please enter this persons role/title (Type N/A if you answered No or N/A above)	We do not have hired staff specifically for this position; however, we support these efforts through
	<i>Emergency Preparedness</i>	Does your school have a multi-hazard plan (i.e., a plan for a variety of hazards or disasters)?	Yes
If your school does have a multi-hazard plan, does it include information for others who may use the school (e.g., Head Start, after-school programs)?		Yes	



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Plan General Questions	<i>Emergency Preparedness</i>	If your school does have a multi-hazard plan, does it include information on how to care for students or staff with disabilities or access and functional needs/special needs?	Yes
		What resources (e.g., supplies, technical expertise, training) would MOST help your school get better prepared for disasters or emergencies?	Training and technical expertise
		What is your top safety, security, and/or disaster preparedness concern(s)?	Active Shooter on Campus
		If your school gets funding from others (e.g., state department of education, PTA) to help with disaster preparedness activities, who does it get funding from?	The district does not have any supplemental funding all would come from General School Funding
		What disasters/hazards do you feel your school is LEAST prepared for?	Active Shooter on campus
		What disasters/hazards do you feel your school is MOST prepared for?	Fire and "Shelter in Place" we have a good system for those areas
		Does your school have a plan for how to reunite children with their families after a disaster?	Yes
		How often do you practice a drill (e.g., fire, tornado, earthquake) during the school year?	Once a month
Site Demographics	<i>Projected Number of Children at Site for Program Year</i>	# Females	270
		# Males	279
		Total School Population	549
		Pre-K	0
		K	72
		Grade 1	56
		Grade 2	55
		Grade 3	62
		Grade 4	70
		Grade 5	54
		Grade 6	44
		Grade 7	74
		Grade 8	62
		% of Students Eligible for free/reduced lunch	92
	Is there a summer program other than Save the Children's at your school?	Yes	
If Yes, Please Describe	A 4 week summer program.		
<i>RL Licenses</i>	# STAR Early Literacy Licenses Needed		
	# STAR Reading Licenses Needed		

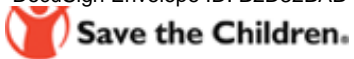


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Site Demographics	RL Licenses	# Accelerated Reading Licenses Needed	
Early Steps to School Success	<i>Program Description and Requirements</i>	I have read and agree to the Program Description and Requirements	Yes
	<i>Early Step to School Success</i>	# of Staff – Budgeted	1
		# of Staff – Targeted	1
		# of Community Meetings Per Month – Budgeted	1
		# of Community Meetings Per Month – Targeted	1
		# of Parent/Child Groups per Month – Budgeted	1
		# of Parent/Child Groups per Month – Targeted	1
		# of Transition to Kindergarten Meetings per Year – Budgeted	1
		# of Transition to Kindergarten Meetings per Year – Targeted	1
	<i>Home Visiting Program</i>	# of 0-3 Year Old Children – Budgeted	20
		# of 0-3 Year Old Children – Targeted	20
		# of Home Visits Per Month – Budgeted	2
		# of Home Visits Per Month – Targeted	2
		# of Months – Budgeted	12
		# of Months – Targeted	12
	<i>Book Bag Exchange Program</i>	# of 3-5 Year Old Children – Budgeted	30
		# of 3-5 Year Old Children – Targeted	30
		# of Months – Budgeted	9
		# of Months – Targeted	9
		# of Times Book Bags Sent Home per Month – Budgeted	2
		# of Times Book Bags Sent Home per Month – Targeted	2
	<i>ESSS Notes</i>	Notes	
<i>Home Visiting Program Operations</i>	Start Date	07/01/2019	
	End Date	06/30/2020	
<i>Book Bag Exchange Program Operations</i>	Start Date	08/26/2019	
	End Date	05/29/2020	
	Frequency of Book Bag Exchange	Weekly	
	Please explain how the Book Bag Exchange Program will work at your Site	Will continue to partner with local Head Start program.	

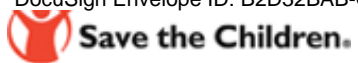


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Budget Summary			
	<i>In-School Literacy</i>	SC Funded	
		Site Funded	
		Combined	
	<i>Afterschool Literacy</i>	SC Funded	
		Site Funded	
		Combined	
	<i>Afterschool Healthy Choices</i>	SC Funded	
		Site Funded	
		Combined	
	<i>ESSS</i>	SC Funded	76616
		Site Funded	7506
		Combined	84122
	<i>SummerBoost Camp</i>	SC Funded	
		Camp Site Funded	
		Combined	
	<i>Sponsorship</i>	SC Funded	
		Site Funded	
		Combined	
	<i>Sponsorship Basic Education</i>	SC Funded	
		Site Funded	
		Combined	
	<i>Community Engagement</i>	SC Funded	23762
		Site Funded	
		Combined	
	<i>Literacy Book</i>	SC Funded	
		Site Funded	
		Combined	
	<i>Total Site</i>	SC Funded	100377
		Site Funded	7506
		Combined	107883



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Site Classifications	<i>21st Century Information</i>	Funded by 21st Century Grant?	No
		Did Save the Children contribute to the writing of the grant?	
		Did Save the Children apply as the lead recipient?	
	<i>KinderBoost</i>	Is this Site planning to implement KinderBoost for the program year?	No
	<i>Plan Codes</i>	Plan Sub-Award Analysis Code	999002012
<i>Signers</i>	Authorized Signer	Stacey Bettencourt	

PY20	Save The Children	School Population	549			
Site	Tipton Elementary	estimated daily attendance	In School	After School	Summer Program	ESSS
Fiscal	Tipton Elementary School District					50
State	CA	Cost per child	#DIV/0!	#DIV/0!	#DIV/0!	\$1,682.44
Period From:	7/1/2019					
Period To:	6/30/2020					

Partner Budget						
	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance	
I. In School						
Personnel Cost						
Certified Staff	\$0.00	\$0.00	\$0.00			
Classified Staff	\$0.00	\$0.00	\$0.00			
Fringe	\$0.00	\$0.00	\$0.00			
Total In School Personnel Cost	\$0.00	\$0.00	\$0.00			
Program Cost						
Books	\$0.00	\$0.00	\$0.00			
Materials and Equipment	\$0.00	\$0.00	\$0.00			
Training and Travel	\$0.00	\$0.00	\$0.00			
Total In School Program Cost	\$0.00	\$0.00	\$0.00			
Total In School Cost	\$0.00	\$0.00	\$0.00			\$0.00
After School Literacy						
Personnel Cost						
Certified Staff	\$0.00	\$0.00	\$0.00			
Classified Staff	\$0.00	\$0.00	\$0.00			
Fringe	\$0.00	\$0.00	\$0.00			
Total After School Literacy Personnel Cost	\$0.00	\$0.00	\$0.00			
Program Cost						
Books	\$0.00	\$0.00	\$0.00			
Materials and Equipment	\$0.00	\$0.00	\$0.00			
Training, Travel, and Transportation	\$0.00	\$0.00	\$0.00			
Total After School Literacy Program Cost	\$0.00	\$0.00	\$0.00			
Total After School Literacy Cost	\$0.00	\$0.00	\$0.00			\$0.00
After School Healthy Choices						
Personnel Cost						
Certified Staff	\$0.00	\$0.00	\$0.00			
Classified Staff	\$0.00	\$0.00	\$0.00			
Fringe	\$0.00	\$0.00	\$0.00			
Total After School Healthy Choices Personnel Cost	\$0.00	\$0.00	\$0.00			
Program Cost						
Materials and Equipment	\$0.00	\$0.00	\$0.00			
Training and Travel	\$0.00	\$0.00	\$0.00			
Total After School Healthy Choices Program Cost	\$0.00	\$0.00	\$0.00			
Total After School Healthy Choices Cost	\$0.00	\$0.00	\$0.00			\$0.00
Summer						
Personnel Cost						
Certified Staff	\$0.00	\$0.00	\$0.00			
Classified Staff	\$0.00	\$0.00	\$0.00			
Fringe	\$0.00	\$0.00	\$0.00			
Total Summer Personnel Cost	\$0.00	\$0.00	\$0.00			
Program Cost						
Materials and Equipment	\$0.00	\$0.00	\$0.00			
Training and Travel	\$0.00	\$0.00	\$0.00			
Total Summer Program Cost	\$0.00	\$0.00	\$0.00			
Total Summer Cost	\$0.00	\$0.00	\$0.00			\$0.00
ESSS						
Personnel Cost						
Certified Staff	\$0.00	\$0.00	\$0.00			
Classified Staff	\$44,761.60	\$42,561.60	\$2,200.00	General Fund		
Fringe	\$35,418.58	\$30,112.33	\$5,306.25	General Fund		
Total ESSS Personnel Cost	\$80,180.18	\$72,673.93	\$7,506.25			

Program Cost					
Books	\$400.00	\$400.00	\$0.00		
Materials and Equipment	\$1,600.00	\$1,600.00	\$0.00		
Training and Travel	\$1,941.60	\$1,941.60	\$0.00		
Total ESSS Program Cost	\$3,941.60	\$3,941.60	\$0.00		
Total ESSS Cost	\$84,121.78	\$76,615.53	\$7,506.25		\$0.00
Sponsorship	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance
Personnel Cost					
Certified Staff	\$0.00	\$0.00	\$0.00		
Classified Staff	\$0.00	\$0.00	\$0.00		
Fringe	\$0.00	\$0.00	\$0.00		
Total Sponsorship Personnel Cost	\$0.00	\$0.00	\$0.00		
Program Cost					
Materials and Equipment	\$0.00	\$0.00	\$0.00		
Training and Travel	\$0.00	\$0.00	\$0.00		
Total Sponsorship Program Cost	\$0.00	\$0.00	\$0.00		
Total Sponsorship Cost	\$0.00	\$0.00	\$0.00		\$0.00
Sponsorship Basic Education	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance
Personnel Cost					
Certified Staff	\$0.00	\$0.00	\$0.00		
Classified Staff	\$0.00	\$0.00	\$0.00		
Fringe	\$0.00	\$0.00	\$0.00		
Total Sponsorship Basic Education Personnel Cost	\$0.00	\$0.00	\$0.00		
Program Cost					
Materials and Equipment	\$0.00	\$0.00	\$0.00		
Training and Travel	\$0.00	\$0.00	\$0.00		
Total Sponsorship Basic Education Program Cost	\$0.00	\$0.00	\$0.00		
Total Sponsorship Basic Education Cost	\$0.00	\$0.00	\$0.00		\$0.00
Community Engagement (VROOM)	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance
Personnel Cost					
Certified Staff	\$0.00	\$0.00	\$0.00		
Classified Staff	\$10,839.20	\$10,839.20	\$0.00		
Fringe	\$3,522.74	\$3,522.74	\$0.00		
Total Community Engagement (VROOM) Personnel Cost	\$14,361.94	\$14,361.94	\$0.00		
Program Cost					
Materials and Equipment	\$7,399.60	\$7,399.60	\$0.00		
Training and Travel	\$2,000.40	\$2,000.40	\$0.00		
Total Community Engagement (VROOM) Program Cost	\$9,400.00	\$9,400.00	\$0.00		
Total Community Engagement (VROOM) Cost	\$23,761.94	\$23,761.94	\$0.00		\$0.00
Total Budget	\$107,884	\$100,377	\$7,506		

Budget Narrative

The following budget narrative describes the total funds necessary
 to support programs at Tipton Elementary
 by Tipton Elementary School District over the period of
7/1/2019 through 6/30/2020

I. IN-SCHOOL

Certified Staff		#	%	annual salary	Save the Children:	Cost Share:
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
		#	per hour	# hours/ day	# days/ year	
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
Total Certified Staff:					\$ -	\$ -

Classified staff:		#	%	annual salary	Save the Children:	Cost Share:
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
		#	per hour	# hours/ day	# days/ year	
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
Total Classified Staff:					\$ -	\$ -

Fringe:		%	Total Salaries	Cost Share Salaries	Save the Children:	Cost Share:
Certified Staff	@	<input type="text"/>	\$ -	\$ -	\$ -	\$ -
Classified Staff	@	<input type="text"/>	\$ -	\$ -	\$ -	\$ -
Total Fringe:					\$ -	\$ -

Books	Total Cost	Save the Children:	Cost Share:
<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Total Books		\$ -	\$ -

Materials and Equipment	Total Cost	Save the Children:	Cost Share:
Office Supplies	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Technology	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Total Materials		\$ -	\$ -

Training and Travel	#	Cost per mile	Total miles/ mo	# months	Save the Children:	Cost Share:
Mileage	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Other	#	Cost				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Total Travel					\$ -	\$ -

	Save the Children:	Cost Share:
TOTAL IN-SCHOOL	\$ -	\$ -

II. AFTER-SCHOOL Literacy

Certified Staff		#	%	annual salary	Save the Children:	Cost Share:
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
		#	per hour	# hours/ day	# days/ year	
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
Total Certified Staff:					\$ -	\$ -

Classified staff:		#	%	annual salary	Save the Children:	Cost Share:
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
		#	per hour	# hours/ day	# days/ year	
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
Total Classified Staff:					\$ -	\$ -

Fringe:		%	Total Salaries	Cost Share Salaries	Save the Children:	Cost Share:
Certified Staff	@	<input type="text"/>	\$ -	\$ -	\$ -	\$ -
Classified Staff	@	<input type="text"/>	\$ -	\$ -	\$ -	\$ -
Total Fringe:					\$ -	\$ -

Books	#	Total Cost	Save the Children:	Cost Share:
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Total Books			\$ -	\$ -

Materials and Equipment		Total Cost	Save the Children:	Cost Share:
Materials and Supplies		<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>		<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>		<input type="text"/>	\$ -	<input type="text"/>
Technology		<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>		<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>		<input type="text"/>	\$ -	<input type="text"/>
Total Materials			\$ -	\$ -

Training, Travel, and Transportation						Save the Children:	Cost Share:
Training and Travel							
Mileage	#	Cost per mile	Total miles/ mo	# months			
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>	
<input type="text"/>	@	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>	
Other	#	Cost			\$ -	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>			\$ -	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>			\$ -	<input type="text"/>	
Transportation							
Fuel Cost	# buses	Cost/ mi	Total miles/ mo	# months			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>	
OR	Gas Vouchers	Cost/ Voucher	# students/ wk	# weeks			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>	
Total Travel					\$ -	\$ -	

	Save the Children:	Cost Share:
TOTAL AFTER-SCHOOL	\$ -	\$ -

III. AFTER-SCHOOL Healthy Choices

Certified Staff

	#	%	annual salary		Save the Children:	Cost Share:
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>		\$ -	\$ -
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>		\$ -	<input type="text"/>
	#	per hour	# hours/ day	# days/ year		
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Total Certified Staff:					\$ -	\$ -

Classified staff:

	#	%	annual salary		Save the Children:	Cost Share:
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>		\$ -	\$ -
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>		\$ -	<input type="text"/>
	#	per hour	# hours/ day	# days/ year		
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Total Classified Staff:					\$ -	\$ -

Fringe:

	@	%	Total Salaries	Cost Share Salaries	Save the Children:	Cost Share:
Certified Staff	@	<input type="text"/>	\$ -	\$ -	\$ -	\$ -
Classified Staff	@	<input type="text"/>	\$ -	\$ -	\$ -	\$ -
Total Fringe:					\$ -	\$ -

Materials and Equipment

Materials and Supplies	Total Cost	Save the Children:	Cost Share:
<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Snacks	# kids	Cost/ child/ day	# Days
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Technology		\$ -	<input type="text"/>
Total Materials		\$ -	\$ -

Training and Travel

Training and Travel	#	Cost per mile	Total miles/ mo	# months	Save the Children:	Cost Share:
Mileage						
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -	<input type="text"/>
Other	#	Cost				
<input type="text"/>	<input type="text"/>	<input type="text"/>			\$ -	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>			\$ -	<input type="text"/>
Total Travel					\$ -	\$ -

	Save the Children:	Cost Share:
TOTAL AFTER SCHOOL Healthy Choice	\$ -	\$ -

IV. SUMMER

SUMMER BOOST

Certified Staff

	#	%	annual salary		Save the Children:	Cost Share:
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>		\$ -	\$ -
<input type="text"/> @	<input type="text"/>	<input type="text"/>	<input type="text"/>		\$ -	<input type="text"/>
	#	per hour	# hours/ day	# days/ year		

	@					\$	-	
	@					\$	-	
Total Certified Staff:						\$	-	\$ -

Classified staff:

	#	%	annual salary					
	@					\$	-	\$ -
	@					\$	-	
	#	per hour	# hours/ day	# days/ year				
	@					\$	-	\$ -
	@					\$	-	
	@					\$	-	
	@					\$	-	
Total Classified Staff:						\$	-	\$ -

Fringe:

	#	%	Total Salaries	Cost Share Salaries				
Certified Staff	@		\$ -	\$ -	\$	-	\$ -	
Classified Staff	@		\$ -	\$ -	\$	-	\$ -	
Total Fringe:						\$	-	\$ -

Materials and Equipment

Materials and Supplies	Total Cost		
		\$	-
		\$	-
Total Materials		\$	-

Training and Travel

Training and Travel					
Mileage	#	Cost per mile	Total miles/ mo	# months	
	@				\$ -
	@				\$ -
Other	#	Cost			
					\$ -
					\$ -

Transportation

Transportation						
Fuel Cost	# buses	Cost/ mi	Total miles/ mo	# months		
					\$	-
					\$	-
OR	Gas Vouchers	Cost/ Voucher	# students/ wk	# weeks		
					\$	-
					\$	-

Total Travel						\$	-	\$ -
Total Summerboots						\$	-	\$ -

KINDER BOOST

Certified staff:

	#	%	annual salary					
	@					\$	-	\$ -
	@					\$	-	
	#	per hour	# hours/ day	# days/ year				
	@					\$	-	\$ -
	@					\$	-	
	@					\$	-	
Total Certified Staff:						\$	-	\$ -

Classified staff:

	#	%	annual salary					
	@					\$	-	\$ -
	@					\$	-	
	#	per hour	# hours/ day	# days/ year				

	@					\$	-	\$	-
	@					\$	-	\$	-
	@					\$	-	\$	-
Total Classified Staff:						\$	-	\$	-
Fringe:		%		Total Salaries	Cost Share Salaries			<i>Save the Children:</i>	<i>Cost Share:</i>
Certified Staff	@			\$	-	\$	-	\$	-
Classified Staff	@			\$	-	\$	-	\$	-
Total Fringe:						\$	-	\$	-
Materials and Equipment									
Materials and Supplies					Total Cost			<i>Save the Children:</i>	<i>Cost Share:</i>
							\$	-	\$
							\$	-	\$
							\$	-	\$
							\$	-	\$
Total Materials						\$	-	\$	-
Training and Travel									
Training and Travel									
Mileage	#	Cost per mile	Total miles/ mo	# months				<i>Save the Children:</i>	<i>Cost Share:</i>
	@							\$	-
Other		#	Cost					\$	-
								\$	-
Transportation									
		#							
Fuel Cost		buse	Cost/ mi	Total miles/ mo	# months				
		s						\$	-
								\$	-
OR:									
Gas Vouchers		Cost/ Voucher	# students/ wk	# weeks				\$	-
								\$	-
								\$	-
Total Travel						\$	-	\$	-
Total Kinderboost						\$	-	\$	-
								<i>Save the Children:</i>	<i>Cost Share:</i>
TOTAL SUMMER						\$	-	\$	-

V. EARLY STEPS TO SCHOOL SUCCESS									
Certified staff:									
	#	%	annual salary					<i>Save the Children:</i>	<i>Cost Share:</i>
	@							\$	-
	@							\$	-
		#	per hour	# hours/ day	# days/ year			\$	-
	@							\$	-
	@							\$	-
Total Certified Staff:						\$	-	\$	-
Classified staff:									
	#	%	annual salary					<i>Save the Children:</i>	<i>Cost Share:</i>
	@							\$	-
	@							\$	-
		#	per hour	# hours/ day	# days/ year			\$	-
Early Childhood Coordinator	@	1	\$ 21.52	8	260	\$	42,561.60	\$	2,200.00
	@							\$	-

Total Classified Staff:				\$ 42,561.60	\$ 2,200.00
Fringe:	%	Total Salaries	Cost Share Salaries	<i>Save the Children:</i>	<i>Cost Share:</i>
Certified Staff	@	\$0.00	\$ -	\$ -	\$ -
Classified Staff	@	\$42,561.60	\$ 7,500.00	\$ 30,112.33	\$ 5,306.25
Total Fringe:				\$ 30,112.33	\$ 5,306.25
Books		Total Cost		<i>Save the Children:</i>	<i>Cost Share:</i>
Replacement Books for BBX		\$ 400.00		\$ 400.00	
				\$ -	
Total Books				\$ 400.00	\$ -
Materials and Equipment		Total Cost		<i>Save the Children:</i>	<i>Cost Share:</i>
Materials and Supplies				<i>Save the Children:</i>	<i>Cost Share:</i>
PPVT/PLS Testing, Parent-Child Groups and Home Visit Materials and		\$ 1,600.00		\$ 1,600.00	
				\$ -	
				\$ -	
Technology				\$ -	
				\$ -	
Total Materials				\$ 1,600.00	\$ -
Training, Travel, and Transportation				<i>Save the Children:</i>	<i>Cost Share:</i>
Training and Travel					
Mileage					
	#	Cost per mile	Total miles/ mo	# months	
Home Visit Mileage Reimbursement	@	\$ 0.56	200	12	\$ 1,344.00
Travel to Cluster Meetings, Annual PLG, GIK pick-up and other ESSS related work travel	@	\$ 0.56	80	12	\$ 537.60
Other					
	#	Cost			
Travel Training Meal Reimbursement (up to 4 meals		\$ 15.00	4		\$ 60.00
		\$ -	0		\$ -
Total Travel				\$ 1,941.60	\$ -
				<i>Save the Children:</i>	<i>Cost Share:</i>
TOTAL ESSS				\$ 76,615.53	\$ 7,506.25

VI. Sponsorship					
Certified staff:					
	#	%	annual salary		<i>Save the Children:</i>
	@				<i>Cost Share:</i>
	@				\$ -
	@				\$ -
	#	per hour	# hours/ day	# days/ year	
	@				\$ -
	@				\$ -
Total Certified Staff:				\$ -	\$ -
Classified staff:					
	#	%	annual salary		<i>Save the Children:</i>
	@				<i>Cost Share:</i>
	@				\$ -
	@				\$ -
	#	per hour	# hours/ day	# days/ year	
	@				\$ -
	@				\$ -
Total Classified Staff:				\$ -	\$ -
Fringe:	%	Total Salaries	Cost Share Salaries	<i>Save the Children:</i>	<i>Cost Share:</i>

Certified Staff	@		\$ -	\$ -	\$ -	\$ -	
Classified Staff	@		\$ -	\$ -	\$ -	\$ -	
Total Fringe:					\$ -	\$ -	
Materials and Equipment							
Materials and Supplies			Total Cost		Save the Children:	Cost Share:	
					\$ -		
					\$ -		
Technology					\$ -		
					\$ -		
Total Materials					\$ -	\$ -	
Training, Travel, and Transportation							
Training and Travel							
Mileage		#	Cost per mile	Total miles/ mo	# months	Save the Children:	Cost Share:
		@				\$ -	
		@				\$ -	
Other		#	Cost			\$ -	
						\$ -	
Total Travel					\$ -	\$ -	
					Save the Children:	Cost Share:	
TOTAL Sponsorship					\$ -	\$ -	

VI. Sponsorship Basic Education							
Certified staff:							
		#	%	annual salary		Save the Children:	Cost Share:
		@				\$ -	\$ -
		@				\$ -	
		#	per hour	# hours/ day	# days/ year	\$ -	\$ -
		@				\$ -	
		@				\$ -	
Total Certified Staff:					\$ -	\$ -	
Classified staff:							
		#	%	annual salary		Save the Children:	Cost Share:
		@				\$ -	\$ -
		@				\$ -	
		#	per hour	# hours/ day	# days/ year	\$ -	\$ -
		@				\$ -	
		@				\$ -	
Total Classified Staff:					\$ -	\$ -	
Fringe:							
		%	Total Salaries	Cost Share Salaries	Save the Children:	Cost Share:	
Certified Staff	@		\$ -	\$ -	\$ -	\$ -	
Classified Staff	@		\$ -	\$ -	\$ -	\$ -	
Total Fringe:					\$ -	\$ -	
Materials and Equipment							
Materials and Supplies			Total Cost		Save the Children:	Cost Share:	
					\$ -		
					\$ -		
Technology					\$ -		
					\$ -		
Total Materials					\$ -	\$ -	

Training and Travel

Training and Travel

Mileage	#	Cost per mile	Total miles/ mo	# months	Save the Children:	Cost Share:
	@				\$ -	
	@				\$ -	
Other	#	Cost				
		\$ -			\$ -	
		\$ -			\$ -	
Total Travel					\$ -	\$ -
					Save the Children:	Cost Share:
TOTAL Sponsorship Basic Education					\$ -	\$ -

VII. Community Engagement (VROOM)

Certified staff:

	#	%	annual salary	Save the Children:	Cost Share:	
	@			\$ -	\$ -	
	@			\$ -		
	#	per hour	# hours/ day	# days/ year		
	@				\$ -	\$ -
	@				\$ -	
Total Certified Staff:					\$ -	\$ -

Classified staff:

	#	%	annual salary	Save the Children:	Cost Share:	
	@		(4200 per site)	\$ -	\$ -	
	@		(7280 per site)	\$ -		
	#	per hour	# hours/ day	# days/ year		
KR/Community Ambassador	@	1 \$ 15.94	4	170	\$ 10,839.20	\$ -
	@				\$ -	
Total Classified Staff:					\$ 10,839.20	\$ -

Fringe:

	%	Total Salaries	Cost Share Salaries	Save the Children:	Cost Share:
Certified Staff	@	\$ -	\$ -	\$ -	\$ -
Classified Staff	@	33% \$ 10,839.20	\$ -	\$ 3,522.74	\$ -
Total Fringe:				\$ 3,522.74	\$ -

Materials and Equipment

Materials and Supplies	Cost/ site	# sites	Save the Children:	Cost Share:
Kindergarten Readiness: Book Replacement, Play &	\$3,446.20	1	\$ 3,446.20	
Community Engagement: Steering Committee	\$3,953.40	1	\$ 3,953.40	
Technology				
			\$ -	
			\$ -	
Total Materials			\$ 7,399.60	\$ -

Training and Travel

Training and Travel

Mileage	#	Cost per mile	Total miles/ mo	# months	Save the Children:	Cost Share:
Mileage Reimbursement for Play & Learn Group Meetings, Community Outreach	@	1 \$ 0.56	155	11	\$ 954.80	
Travel to Cluster Meetings and Training	@	1 \$ 0.56	160	11	\$ 985.60	
Other	#	Cost				

Travel Training Meal Reimbursement (up to 4 meals)	4	\$ 15.00	\$ 60.00	
			\$ -	
Total Travel			\$ 2,000.40	\$ -
			<i>Save the Children:</i>	<i>Cost Share:</i>
TOTAL Community Engagement (Vroom)			\$ 23,761.94	\$ -

			<i>Save the Children:</i>	<i>Cost Share:</i>
TOTAL Budget			\$100,377.47	\$7,506.25



Policies and Procedures Reference No.	CS-01.5
Policy Title	Policy on Child Safeguarding (“Child Safeguarding Policy” or CSP)
Category	Big 9 Policies
Author	National Director of Child Safeguarding
Vice President with Oversight	Vice President, Legal & Risk Management
Approver	Senior Management Team
Purpose and Description	These policies and related procedures describe Save the Children’s commitment to Child Safeguarding. The purpose of the policy is to ensure that Save the Children is safe for children by promoting awareness and mitigating the <i>risk of or actual</i> harm that may come to children by employees, representatives, programming or operations.
Compliance Requirement	<input type="checkbox"/> Statute: <input type="checkbox"/> Regulation: <input checked="" type="checkbox"/> Industry Standards: <input type="checkbox"/> Not Applicable
Audience	<input checked="" type="checkbox"/> SCUS <input checked="" type="checkbox"/> All Head Start <input checked="" type="checkbox"/> SCAN <input checked="" type="checkbox"/> Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively, “Partners”)
Effective date	02/01/2019
Revision date	07/01/2020
Retirement Rationale	N/A

DEFINITION & ACRONYMS

- A. Child or Children¹:** Anyone under 18 years of age.
- B. Child Abuse:** Anything which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of safe and healthy development into adulthood. The main categories of Child Abuse are Physical Abuse, Emotional Abuse, Neglect/Negligent Treatment, Sexual Exploitation & Abuse and Exploitation.
- 1. Physical Abuse:** Non-accidental use of physical force that inadvertently or deliberately causes a risk of or actual injury or suffering to a child. *Physical force* includes but is not limited to hitting, shaking, kicking, pinching, pushing/pulling, grabbing, burning, female genital mutilation, torture, and other physical acts. *Physical injury or suffering* may include but is not limited to bruises, marks, soft tissue swelling, hematomas, fractures, sprains, dislocation, burns, damage to organs, death, permanent disfigurement, and any other non-trivial injury.
 - 2. Emotional Abuse:** Harm to a child’s emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g., bad name-calling, threats, yelling/screaming/cursing at, teasing, constant criticism, belittling, persistent shaming, etc.), failure to meet a child’s emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child.
 - 3. Neglect/Negligent Treatment:** The failure to meet a child’s basic physical and/or psychological needs either deliberately or through negligence. Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally-appropriate clothing and/or shelter; failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g., administering medication when not authorized); or failing to provide a safe physical environment (e.g., exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy, etc.).
 - 4. Sexual Exploitation & Abuse (SEA):** All forms of sexual violence and coercion, sexual solicitation, manipulation or trickery including incest, early and forced marriage, rape, involvement in or exposure to indecent images/video (aka pornography), sexual slavery/trafficking, and statutory rape. Sexual abuse may include but is not limited to indecent touching or exposure, explicit sexual language towards or about a child and grooming. Sexual abuse does not always involve touching. *Sexual Exploitation* is any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes including but not limited to profiting monetarily, socially or politically from the sexual exploitation of another. Be aware that technology is a tool sometimes used to sexually exploit a child.

¹ “Child or Children” is not qualified only as a beneficiary child; rather, this term is inclusive of all persons under the age of 18.



The sexual exploitation and abuse of children under the age of 18 is child abuse and a policy violation. It may also constitute a criminal offense, depending upon the age of consent, local laws and customs.²

- **Grooming** is the process in which an adult builds a relationship with a child or the child's caretaker to gain the child's or the caretaker's trust for the purposes of sexually abusing and/or exploiting the child. Grooming typically occurs in phases, and it can happen online or face to face, by a stranger or by someone the child or caretaker knows. Since it is a gradual process, it can sometimes be difficult to detect. Here are a few indicators that an adult may be grooming a child or his/her caretaker:
 - a. Favoring the child over others
 - b. Providing the child with rewards or privileges
 - c. Isolating the child from others
 - d. Expressing interest in a child who is particularly vulnerable or in need of support (e.g., previous abuse of the child by another)
 - e. Befriending the parents or caretakers who are responsible to protect the child
 - f. Providing the child with alcohol or drugs
 - g. Building intimacy (i.e., having inside jokes or telling the child that nobody understands him/her like the groomer does)
 - h. Threatening, blackmailing, intimidating, or scaring a child by saying the groomer will do something to the child's family or friends

5. **Exploitation³**: The actual or attempted abuse of a position of vulnerability, power differential, or trust for the benefit of the individual leveraging their position, power, privilege, or wealth (through enticement, manipulation, coercion or trickery) to engage a child in labor, domestic servitude, forced criminality, soldiering or organ harvesting. Typically, the person(s) exploiting a child does so in order to profit monetarily, socially, or politically. It can happen to one or a group of children, in the community of origin, outside of the community, or internationally. The exploitation of a child may include but is not limited to:

- domestic servitude (e.g., cleaning, childcare, cooking, etc.)
- forced labor (commonly in factories or agriculture)
- forced criminal activities such as pickpocketing, begging, transporting drugs, manufacturing drugs, selling pirated merchandise
- used for benefit fraud
- forced to become a child soldier or join a gang

C. Child Data: Paper or electronic information containing Personally Identifiable Information (PII) collected for our programmatic or operational purposes.

D. Child Protection: Child protection is making the world safe for children. It is our programmatic area of work aimed at protecting children from all forms of abuse and exploitation in all regions of the world. Child Protection responses are macro-level in scale and involve holistic approaches

² Sexual Exploitation of anyone under 18 is a violation of this policy. Sexual exploitation of any beneficiary, irrespective of age, is a violation of our Code of Conduct.

³ Exploitation of anyone benefitting from Save the Children programs or activities is a violation of the Code of Conduct.



to meet the social and legal protection needs of children and their families within vulnerable communities.

- E. Child Safeguarding:** The set of policies, procedures and practices that we employ to ensure that Save the Children is a child safe organization. Child Safeguarding is making Save the Children *safe* for children. It involves our collective and individual responsibility and preventative actions to ensure that all children are protected from deliberate or unintentional acts that lead to the *risk of or actual* harm by Save the Children staff, representatives and third parties, who come into contact with children or impact them through our development interventions, humanitarian responses and operations. This includes our direct program implementation, work through partners and management of children's personal data.
- F. Child Welfare:** Child Welfare is making the community safe for children. It includes claims of child abuse that happen *external* to Save the Children *and/or* that are required by law or local norms to be reported to local authorities, which may include familial, communal or institutional child abuse allegations.
- G. Guest:** Any non-employee, non-representative invited into Save the Children to visit programs or partake in an event or activity sponsored by Save the Children.
- H. Personally Identifiable Information:** Any information that can be used on its own or with other information to identify, contact, or locate a single person or to identify an individual in context.⁴
- I. Public Communication:** Dialogue in the public sphere in order to deliver a message to a specific audience. Speaking events, newspaper editorials, advertisements, email and Social Media are a few forms of public communication.⁵
- J. Representative:** Employees, volunteers, interns, consultants, Board members, Partners and others who work with children on Save the Children's behalf, visit Save the Children's programs, or who have access to sensitive information about children in Save the Children's programs.
- K. Social Media:** Forms of electronic communication/content used to share information, comments, messages, images, video and other content via a Social Network.⁶

Save the Children has zero tolerance for Child Abuse.

⁴ PII definition can be found at:

[https://savechildrenusa.sharepoint.com/lc/Lists/Legal%20Resource%20Index/Attachments/145/Personally%20Identifiable%20Information%20\(PII\)%20Definition.pdf](https://savechildrenusa.sharepoint.com/lc/Lists/Legal%20Resource%20Index/Attachments/145/Personally%20Identifiable%20Information%20(PII)%20Definition.pdf)

⁵ Social Media Policy can be found at:

<https://savechildrenusa.sharepoint.com/hr/policylibrary/Documents/Social%20Media%20Policy.pdf#search=social%20media>

⁶ See Social Media Policy

POLICIES⁷

I. Policy on Commitment to Children

Save the Children is committed to conducting its programs and operations in a manner that is safe for the children it serves and to helping protect the children with whom Save the Children is in contact. All Save the Children representatives are *explicitly prohibited* from engaging in any activity that may result in any kind of Child Abuse. Save the Children's policy to create and proactively maintain an environment that aims to prevent and deter any actions and omissions, whether deliberate or inadvertent, that place children at the risk of any kind of Child Abuse.

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

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

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

Save the Children will take all reasonable steps to make the organization safe as it conducts its routine operations, program implementation (via non-emergency direct implementation, emergency and humanitarian responses, recovery and development work), policy and campaigning efforts.

2. Policy to Comply with Applicable Laws and Regulations

It is Save the Children's policy to ensure compliance with host country and local child welfare and protection legislation, or international standards, whichever affords greater protection, and with U.S. law, where applicable. The requirements of this Child Safeguarding Policy are in addition to any other applicable legal requirements, including but not limited to donor requirements.

⁷ SCI's Child Safeguarding Policy can be found at

https://savethechildren1.sharepoint.com/tools/QualityFramework/Documents/SCI_POL_%20Child%20Safeguarding%20Policy.pdf

SCI Key Guidance in Child Safeguarding Documents can be found at

<https://savethechildren1.sharepoint.com/How/People/SCDocuments/Key%20guidance%20in%20child%20safeguarding%20documents.pdf>



3. Policy Regarding Sexual Activity with Children

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

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

4. Policy on Accountability of SCUS Management

SCUS Management is committed to taking all appropriate corrective actions. Disciplinary, legal or other applicable actions in response to any violation of the Child Safeguarding Policy will be taken against any individual who has committed a Child Safeguarding violation and/or anyone who knew of such a violation and failed to act or report. SCUS Management will continuously evaluate findings of violations to the Child Safeguarding Policy to identify and address gaps and/or weaknesses in applicable policies, procedures and protocols.

5. Policy on Confidentiality in Child Safeguarding Matters

SCUS has a duty to manage sensitive information in a manner that is respectful, professional and that complies with the applicable law. Staff must keep all information about any suspected or reported incidents strictly confidential, and must divulge only that information to an SCUS Local or National Child Safeguarding Focal Point⁸ (CSFP, identified on SaveNet) or SCI⁹ (identified on OneNet), Legal Department, Human Resources team and/or any other senior staff directly involved in the investigation, except as may be required by law. (In the case of incidents abroad/overseas, the relevant Country Office Director may be privy to such information.)

⁸ The National Child Safeguarding Focal Point and National Director of Child Safeguarding are synonymous and interchangeable throughout this Policy. <https://savechildrenusa.sharepoint.com/lc/Pages/Child-Safeguarding-Focal-Point.aspx>

⁹ Found on the left-hand menu on an excel spreadsheet. <https://savethechildrenl.sharepoint.com/how/childsafeguarding/>

PROCEDURES

I	<p>Prevention of Child Safeguarding Incidents</p> <p>Department- and program-specific guidance for the prevention of safeguarding violations is located in the Annex of this policy.</p> <p style="text-align: center;">A. <u>Mitigating Child Safeguarding Risks in Project Planning and Implementation</u></p> <ol style="list-style-type: none"> 1. Risk Assessments will be conducted for all programming and activities involving children or those having a direct impact on children. All programs <i>from design until exit</i> will be evaluated to ensure it meets the standards for safeguarding children. In addition to programming, other activities carried out by Save the Children, contractors or partners may include but are not limited to research, advocacy, media campaigns and events (involving child travel and/or child participation). 2. Where possible and practical, the “Two-Adult Rule,” wherein two or more adults supervise all activities where children are involved and are present at all times, shall be followed.¹⁰ 3. Representatives must never: <ul style="list-style-type: none"> • act in ways that may be abusive or place Children at risk of abuse; • hit, physically assault or physically abuse Children <i>or</i> threaten to do so; • engage in behaviors that are physically inappropriate or sexually provocative; • engage in sexual activity or have a sexual relationship with anyone under the age of 18 years irrespective of the age of majority/consent or local custom;¹¹ • stay alone overnight with one or more Children benefitting from Save the Children programs who are not part of their family, whether in their house, project premises or elsewhere; • have a Child beneficiary, who is not a part of their family, stay overnight at their home; • sleep in the same bed as a Child beneficiary or sleep in the same room as a Child beneficiary, who is not a part of the their family; • invite Children to stay overnight in a compound, hotel or other accommodations, domestically or internationally, with a non-relative Save the Children representative¹²; • exchange personal contact information or ask for Children’s personal information; • develop relationships with Children which could in any way be deemed exploitative or abusive; • use language, make suggestions or offer advice to Children which is inappropriate, offensive or abusive; • do things for Child beneficiaries of a personal nature that they can do themselves (e.g., toileting, dressing, feeding, washing, etc.); • condone or participate in behavior of Children which is unsafe or illegal;
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¹⁰ Two-Adult Rule must be used because it: (1) significantly reduces the risk of an incident of abuse; (2) protects against false accusations; (3) reduces liability and a possible claim of negligence; and (4) offers additional help if there is an accident or emergency.

¹¹ Mistaken belief in the age of a child is not a defense.

¹² Child-beneficiaries may attend Save the Children events hosted in hotels. Children traveling with Save the Children must be given reasonable accommodations that abide by this policy.

- act in ways that shame, humiliate, belittle or degrade Children, or otherwise perpetrate any form of emotional abuse;
- discriminate against, show unfair preferential or differential treatment towards particular Child beneficiaries to the exclusion of others;
- ask to meet Children away from other adults or spend excessive time alone with Child beneficiaries away from others in a manner which could be interpreted as inappropriate; and/or
- expose Child beneficiaries to inappropriate images, films, music and websites including mature content, indecent images (pornography) and violence.

This is not an exhaustive or exclusive list. Representatives must, at all times, avoid actions that could be construed to constitute poor practice or potentially abusive behavior. Representatives must never place themselves in a position where they are made vulnerable to allegations of misconduct.

B. Safe Recruitment

Safe Recruitment means using recruitment processes that help keep children safe, including robust safety checking. Save the Children will only recruit representatives who are suited to work with children. Strict child safe recruitment practices apply to all candidates, which include but are not limited to confirming the candidate's identity, obtaining references, conducting interviews and completing a Background Record Check (BRC) to include criminal and sexual offender database searches.

C. Background Record Checks - Any exception to the BRC process must be approved by the General Counsel.

i. Staff, Interns, Volunteers, Fellows, Trustees & Consultants

Save the Children shall conduct **background record checks (BRCs)** on all Save the Children Staff, Interns, Volunteers, Fellows, Trustees & Consultants. To appropriately screen for Child Safeguarding indicators, BRCs must minimally include comprehensive criminal and sexual offender histories. Any BRC discrepancies must be reviewed by the National Director of Child Safeguarding and cleared by the General Counsel prior to any direct contact between the individual and children or their data.

ii. Other Representatives & Visitors

Save the Children shall conduct a BRC for all Representatives (e.g., donors, sponsors, site visitors, invited guests, etc.) prior to the individual's contact with children or child data and/or as it deems appropriate and permitted by law. In the alternative, non-employee Representatives may provide a letter from his/her employer identifying that: (a) a comprehensive BRC for criminal and sexual offender histories has been conducted; (b) date of last BRC; (c) there is no history of a criminal or sexual nature; and (d) there are no known concerns indicating that the individual would pose a risk to children or vulnerable adults. **(Letter template, Annex VII)**

BRCs are screening tools and are not intended to replace or remove other processes and procedures designed to keep children in our programs safe. All Save the Children staff must continue to ensure proper supervision, as outlined in this policy.

	<p style="text-align: center;">iii. Journalists, Celebrities & Talent</p> <p>Save the Children works with journalists, celebrities & talent to promote and make visible the programs we implement across the globe. Protecting children from harm is paramount to successfully and safely delivering programs. Understanding the unique challenges for vetting journalists, celebrities and talent, the following protocol will be exercised without exception:</p> <ol style="list-style-type: none"> 1. Child Safeguarding phone briefing¹³ 2. Risk Assessment 3. Active Supervision within the program 4. Talent Vetting Template¹⁴ <p style="text-align: center;">D. Policy Acknowledgements and Verbal Briefings</p> <p>All site and program visitors must receive and review the Child Safeguarding (short form) and sign the accompanying acknowledgement form prior to contact with Children or Child Data. On the ground, representatives and visitors will receive a verbal briefing on Child Safeguarding, for which the visit lead will be responsible. Verification of briefings will be sent to CSQuestions@savechildren.org. (See <u>Verbal Briefing, Annex IV</u>)</p> <p style="text-align: center;">E. Active Supervision of Representatives and Visitors in the Field</p> <p>The visit lead is responsible to ensure that all visitors are appropriately supervised during any contact with Children or Child Data and that behavior complies with this Policy. (See Annex III for guidance on supervising visitors.) All SCUS Staff hosting or leading visitors will understand how to safely and appropriately intervene if the Child(ren) are believed to be at risk or harmed by a visitor.</p>
2	<p>Reporting of Child Safeguarding Incidents</p> <p>All Representatives shall know the steps to take and whom to contact when concerns arise regarding the safety of children. Failure to report a concern, reasonable suspicion or knowledge of misconduct in accordance with this Policy will be treated as a serious infraction and may result in disciplinary action.</p> <p style="text-align: center;"><i>If a child is in imminent danger, call 9-1-1 or the local authorities immediately.</i></p> <p>All Head Start program visitors must wear a badge indicating that they have been properly vetted and have permission to be on site/at the program.</p> <p>Reporting Specifics</p> <p><u>Mandated Reporters</u> (Note: All Head Start and Early Head Start staff are Mandated Reporters)</p> <p>“Mandated Reporters” are required by US law to report all Child Abuse concerns to the appropriate local authority. Each state has its own definition of “Mandated Reporter,” reporting requirements and reporting hotline. Individuals designated as “Mandated Reporters” typically have frequent contact with children and may include:</p> <ul style="list-style-type: none"> • Social Workers

¹³ 1-3 are the processes for Media and Journalists and are managed by Media, Communications and Fundraising (MCF)

¹⁴ Celebrity and Talent Acquisition are responsible for completing this tool



- Child care providers, teachers, principals, and other school personnel
- Physicians, nurses and other health care workers
- Entities that provide organized activities for children (e.g., camps, youth center, rec centers)

If a Child Safeguarding Policy violation is suspected or known, please note that there may be a dual reporting requirement - local authorities and the Save the Children reporting system. Not all policy violations will be reportable to local authorities (e.g., failure to use the Two-Adult Rule) and the local Child Safeguarding Focal Point or National Child Safeguarding Focal Point should be contacted if additional support or instruction is needed.

A. All SCUS Staff & Representatives

All reports of suspected or known violations to this Policy must be submitted via EthicsPoint/NavEx within 24-hours of occurrence or upon learning of the violation. For overseas reporting requirements, please refer to **section C** below (“Staff Overseas”). All Representatives covered by this Policy may report the concern:

- i. to their direct supervisor (if an SCUS employee);
- ii. to the local or National Child Safeguarding Focal Point;
- iii. directly to EthicsPoint/NavEx anonymously or in name.

The report always should include:

- Date, time and location of the incident;
- Nature of what happened;
- Relevant actions that are happening at the time of the report to keep the Child(ren) safe; and
- Any immediate help or actions required

Head Start and other school staff (via direct implementation or partner programs) must record the date that the concern was reported to Licensing, OHS regional offices and/or state and local authorities as applicable.

A suspected or known Child Safeguarding violation can be reported anonymously or in name online at **SavetheChildren.EthicsPoint.com** or via phone **844-287-1892** (in the US). If you are outside of the US and would like to report by phone, go to SavetheChildren.EthicsPoint.com for a full listing of contact numbers by country. The US hotline processes reports in English and Spanish.

B. Manager Responsibilities

Any manager or local Child Safeguarding Focal Point who has knowledge of or receives a report of a known or suspected violation of this Policy **must** report it immediately by filing a report online at SavetheChildren.EthicsPoint.com.

C. Staff Overseas

As an SCUS Representative, when **traveling or working** overseas in SCI offices, suspected or known allegations of Child Abuse must be reported to *both* SCI and SCUS.



	<p>Secondes and SCI Representatives must report all concerns and/or suspected or known Child Safeguarding violations alleged to have occurred in SCI Country Offices to Datix¹⁵ within 24 hours of its occurrence or knowledge of the incident.</p> <p>D. <u>Reporting to Senior Management Team at SCUS</u></p> <p>On a quarterly basis, the General Counsel and National Director of Child Safeguarding shall report aggregated incident data to the Senior Management Team (SMT), and the General Counsel shall report such data at a minimum annually to the designated trustees on the Board of Trustees. The General Counsel or the National Director of Child Safeguarding shall immediately report all exceptional cases, as defined below in 3(C), to appropriate members of the SMT and the designated trustee on the Board of Directors.¹⁶</p>
3	<p><u>Responding to Child Safeguarding Incidents</u></p> <p>A. <u>Child Safeguarding Focal Points</u></p> <p>SCUS shall establish and maintain local Child Safeguarding Focal Points (CSFPs) to support direct implementation, emergency domestic responses and partner programming. An integral part of the SCUS framework, CSFPs are Save the Children employees trained and appointed to support programs and operations in our continued effort to ensure that Save the Children is safe for the Children. Their responsibilities include:</p> <ul style="list-style-type: none"> • Be the first point of contact for Child Safeguarding concerns raised by members of staff and other SCUS representatives; • Liaise with the national team on employee-related Child Safeguarding issues prior to initiation of any action or inquiry into the incident at the local level; • Support staff during the investigation process; • Provide basic advice & guidance on Child Safeguarding concerns; • Conduct and/or facilitate staff training on Child Safeguarding with support from the National Child Safeguarding Focal Point; • Provide consultation on <i>child welfare</i> issues by helping members of staff to identify issues of abuse and neglect and how to report to the local authorities; and • Ensure that suspected or known Child Safeguarding violations are reported via EthicsPoint and any other accompanying reports (i.e., child protective services, licensing, OHS) are filed. <p>CSFPs are available to receive Child Safeguarding reports and provide overall support to the wider implementation of policies and procedures to safeguard children, namely the Child Safeguarding Policy and other related policies and documents such as the Code of Conduct and Reporting Grievances Policy.</p> <p>A list of the local and National Child Safeguarding Focal Points can be found on SaveNet (Operations → Child Safeguarding → Resource Page → Child Safeguarding Focal Point).¹⁷</p>

¹⁵ Datix is an online system, and all SCI and Member staff have access to it. The link to Datix can be found on the right hand menu at <https://savethechildren1.sharepoint.com/how/childsafeguarding/>. If the online system is not working, there is an offline form that must be completed and submitted within 24 hours of the alleged incident.

¹⁶ While the process for SCI reporting is not explicit in the current policy, SCI has begun to report quarterly to its Board. The SCI policy addresses escalation of "serious child safeguarding cases" to the SCI Board on page 8 of its policy.

https://savethechildren1.sharepoint.com/tools/QualityFramework/Documents/SCI_POL_%20Child%20Safeguarding%20Policy.pdf

¹⁷ **SCUS** Child Safeguarding Focal Points can be found at <https://savechildrenusa.sharepoint.com/lc/Pages/Child-Safeguarding-Focal-Point.aspx>

SCI Child Safeguarding Focal Points can be found on the left-hand menu at <https://savethechildren1.sharepoint.com/how/childsafeguarding/>

B. Investigating and Follow-up of Child Safeguarding Allegations

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

The National Director of Child Safeguarding or designee is accountable for conducting investigations, interviewing all involved SCUS personnel and making recommendations that will inform the necessary corrective actions and/or remedial measures.¹⁸ During the investigation process, reasonable efforts should be made to contact the caretaker of the Child(ren) identified in the report or known to be put at risk of or actually harmed within our programs. Whenever possible, the Child(ren) should be interviewed and such interviews conducted by a skilled and trained child interviewer.

Representatives covered by this policy must cooperate fully with any investigation or inquiry by SCUS and preserve all records relating to any alleged violation of this Child Safeguarding Policy. Although we cannot guarantee confidentiality, the reported concerns will remain confidential to the extent possible.

1. Initial Assessment: Upon receipt of a report, an initial screening will be conducted by the National Director of Child Safeguarding. A full account of the matter, any immediate personnel action and all documentation will be recorded in EthicsPoint/NavEx.
2. The designated personnel with investigative capacity will develop a Terms of Reference for the internal investigation and conduct it in accordance with the Investigation Workflow Process.
3. Reporting to Applicable Authorities: **In the US**, referrals must be made to Child Protective Services (CPS) or the police as soon as possible, but no later than 24 hours of the incident. Be advised that nearly all U.S. states impose penalties in the form of **fin**es or **imprisonment** for a **Mandated Reporter** who fails to timely report suspected or known child abuse, including physical, sexual and emotional abuse, neglect and/or maltreatment.

If the incident happens abroad, then it will be the responsibility of SCI to determine a path for investigation¹⁹, which may be done in partnership with SCUS. In addition, the relevant authorities in that location must be informed so that the appropriate response can be launched in accordance with local procedures. Irrespective of the local outcome or response, Save the Children staff must report (verbally and in writing) to a senior staff member at the organization/project where they are working or via the established reporting system.

¹⁸ Corrective actions or remedial measures may involve Human Resources, who are responsible for using the facts from the investigation to determine any necessary personnel action. Child Safeguarding recommendations will also be made relative to training, coaching or program implementation issues (e.g., processes, procedures).

¹⁹ See SCI's guidance on **Reporting, Response & Case Management Procedures and Investigation Procedures**. (Not yet posted to OneNet)



	<p>C. <u>Investigation in Exceptional Cases</u></p> <p>In cases where the allegations are likely to result in serious harm to a Child, reputational injury, or other exceptional cases (collectively, “Exceptional Cases”), the National Director of Child Safeguarding shall consult with the General Counsel and others within the Senior Management Team, as appropriate, on how the investigation should proceed, including to determine whether SCUS should retain an external party to investigate the allegations.</p> <p>D. <u>Documentation</u></p> <p>All individuals with documents pertaining to an investigation will ensure that such documents are preserved and have been provided to the lead internal investigator or National Director of Child Safeguarding for upload to EthicsPoint/NavEx.²⁰ Representatives must not forward <i>any</i> sensitive information to personal email accounts or add non-Save the Children email accounts to emails containing information about possible Child Safeguarding violations, Child Data or personnel information. Any documents shared with external parties or stakeholders must be approved by the General Counsel via the National Director of Child Safeguarding.</p> <p>All conversations pertaining to the investigation will be properly documented and provided to the lead internal investigator or National Director of Child Safeguarding.</p> <p>A final report will be completed for all incidents that have been investigated and uploaded to EthicsPoint/NavEx. Reports shall include the findings and Child Safeguarding recommendations (e.g., processes, procedures and/or personnel actions) for Human Resources review and determine corrective or personnel actions.</p>
4	<p><u>Training to Promote Awareness of Child Safeguarding Obligations</u></p> <p>All SCUS staff must undertake an initial training on the Child Safeguarding Policy within the first three months (90 days) after induction to SCUS and must take refresher trainings every two years.</p> <p>Head Start employees and other staff who are directly implementing programs are also required to take any state required Mandated Reporter training.</p> <p>Managers at all levels are responsible for ensuring those reporting to them are made aware of and understand this Policy and are given trainings as described above.</p> <p>Other required training will depend as it relates to job specific responsibilities.</p>
5	<p><u>Agreements with Partners</u></p> <p>All agreements with Partners must include the requirements of this Policy, including a provision in which the Partner agrees to comply with this Policy (subject to the Exception Approval Procedure contained herein).</p>

²⁰ Sensitive documents shall be sent with the label of “confidential” via the internal email system only. Whenever possible, documents should be password protected, and the recipient should receive the password in a separate email.



	<p>All partner agreements must include language about proper vetting of employees, including criminal background checks and sexual offender registry search, and ensure that any processes for “clearing” a discrepancy does not place any Child or vulnerable adult at risk of harm or injury.</p> <p>All Partners are responsible for reporting any suspected or known violations of this Policy as outlined above.</p> <p>All Partners will conduct a Risk Assessment to ensure programming is safe for children. Partners will ensure its staff members have been vetted via safe recruiting practices.</p> <p>Partners receiving funds from donors with relevant requirements must comply with those child safeguarding requirements.</p>
6	<p><u>Communications Materials (interviews, photography and filming)</u></p> <p>Any communications materials that include images of or information about children are subject to the Communications Guidelines attached as <u>Annex I</u> and included as part of this Policy.</p>
7	<p><u>Guests on Site, Program or Project Visits</u></p> <p>All Representatives of Save the Children on project visits involving children are subject to the Program Visit Child Safeguarding Guidelines attached as <u>Annex II</u> and included as part of this Policy. As a condition to the visit, all Representatives visiting projects involving Children in Save the Children programs are required to sign the Child Safeguarding Policy Acknowledgement attached as <u>Annex VI</u> prior to the visit. Once at the project, there shall be a <u>verbal briefing (Annex IV)</u> made to the guests regarding safe conduct.</p>
8	<p><u>Research and Monitoring, Evaluation, Assessment & Learning (MEAL)</u></p> <p>All research and MEAL activities require an ethical review in accordance with the law, donor requirements and/or ethical standards. The review process will ensure compliance with this Policy.</p>
9	<p><u>Social Media and Child Safeguarding</u></p> <p>As a representative of SCUS, please be mindful when using your personal social media accounts. Remember, the Child Safeguarding Policy and Code of Conduct applies to your personal and professional lives, and all use of social media should be governed by the principles of respecting and protecting Children. To ensure that Children are safe and represented with dignity and care, the following guidance has been developed:</p> <ol style="list-style-type: none"> a. Sensitive, Confidential or Internal Communications about Children: Discussing or sharing, via Public Communication²¹, any sensitive, confidential or internal matters concerning Children, their data or Child Safeguarding violations is strictly prohibited. b. Use of Social Media: It is not acceptable for Representatives to accept or make friend requests from/to any beneficiary who is a Child and/or has been or continues to be a recipient of services through Save the Children. Similarly, making contact with a Child’s caretaker or guardian for purposes of connecting with a Child for reasons unrelated to Save the Children is not allowed.

²¹ As defined by the Social Media Policy

Always exercise caution and professional judgment when communicating with an unknown social media request or a person you have reason to believe is under the age of 18.

- c. **Following Children via Social Media:** Where profiles are often public, you may want to follow a Child due to her/his public persona or relevancy to your work. This is acceptable as long as you have undertaken due diligence to ensure that this is appropriate and in alignment with this Policy and the Code of Conduct.
- d. **Communicating with Children:** If part or all of your work includes communicating with Children, this must be done via professional channels such as your work email address or an official social media account. Personal social media should never be used to conduct work activities, especially as it relates to communications with Children. If you have had an occasion to communicate with a Child through anything other than a Save the Children account, your line manager must be informed and alternative means of communication arranged.
- e. **Public Profile:** If your social media are in public settings, always remember that any content you generate can be viewed by anyone, including Children.
- f. **Child Beneficiary Sends a Social Media Request:** If a Child contacts you or sends a social media request to your personal account, consult with your line manager for guidance and direction on how to proceed.
- g. **Posts and Blogging:** If your social media or blogs are public and accessible to Children, specifically beneficiaries through Save the Children, you should be cautious with the information that you are sharing about yourself and loved ones, including images of your friends, family and Children (whether a beneficiary or not), and exercise caution and good judgment when posting pictures or videos of Children.

If your blog is public and content contained therein refers to work that is performed on behalf or because of your association with Save the Children, you are responsible for adhering to this Policy. Photos, video, artwork or stories of beneficiary Children that have not been obtained with proper consent and for purposes of Save the Children business cannot be used for personal accounts without permission from Media and Communications. After approval, any photo, video, artwork or story referring to Children in Save the Children programs must adhere to the Communications Guidelines in **Annex I** of this Policy.

The use of personal cell phones or other personal recording devices must not be used in Save the Children programming or operational spaces where children are present. Official Save the Children mobile devices or media equipment should be used for photography and/or filming.

If you see any inappropriate or indecent content, communication, images or video of Children online, please report this immediately to the social media's reporting system. If you believe that any inappropriate or indecent content is connected to or implies a connection to Save the

	<p>Children, you must immediately report this to your direct manager or National Director of Child Safeguarding within one (1) business day.</p> <p>All Representatives are required to report any suspected or known social media violations in the same manner as any other Child Safeguarding Policy violation. You are not expected to provide evidence or proof but any that you may have should be included in your report. You are not to investigate the concern; however, you may take whatever action is necessary to ensure the safety of Children involved.</p>
10	<p><u>Child Data</u></p> <p>All Representatives are expected to comply with the processes for collecting, storing, transmitting and destroying Child Data or PII. Information about Child Data Protection and PII can be found on the Child Safeguarding SaveNet page.</p>
11	<p><u>Children with Different Abilities or Disabilities</u></p> <p>Children with different abilities or disabilities are at an increased risk of abuse. Where children with special needs benefit from our programs, we must make all necessary accommodations to ensure their inclusion and safety. To promote the best delivery of services to children with different abilities or disabilities, please:</p> <ul style="list-style-type: none"> • Consult with the child to better understand his/her needs. • Consult with parents/caretakers to better understand the needs of the child, as well as any limitations to activities offered. • Be aware of attitudes that the child, his/her family, the community and other children in the program/activity may have towards the child with special needs and encourage inclusion and participation to the full extent possible. <p>Programs and activities shall be designed to be inclusive and mindful of children with unique or special needs. For children whose different abilities or disabilities may not be visible or patent, staff shall make reasonable efforts to adjust program activities to promote inclusion and offer alternative activities in which all children can join. The validity of a special need must never be questioned or dismissed.</p>
12	<p><u>Child Participation and Inclusion</u></p> <p>To promote the safety, inclusion and equitable participation of all children irrespective of their abilities, racial heritage, tribal affiliations, religious beliefs, languages, gender or gender association, LGBTI+ identity and/or medical/physical conditions, all programs and activities shall be assessed to ensure consideration of such factors from its inception through delivery. The aforementioned factors are not an exhaustive list. These aspects must be included in the Monitoring and Evaluation frameworks for such activities.</p>
13	<p><u>Budgeting</u></p> <p>The cost of implementing the standards associated with this Child Safeguarding Policy must be reflected in all operational plans, budgets and funding proposals.</p>



TRAINING REQUIREMENTS

Training Course	Frequency	Training moment
Child Safeguarding Policy Foundations Training	Upon induction, and then every two years	Within 45 days of induction

MONITORING MECHANISMS

What are you monitoring?	Data source	Action Owner	Escalation levels	Frequency
Relevant Trainings	Human Resources training tracker	Human Resources	Vice President who has oversight of the policies and procedures manuals.	Annual

EXCEPTION APPROVAL PROCEDURE

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

VERSION CONTROL

Version number	Version Date	Revisions made
CS-01.5	February 1, 2019	Revision of existing Child Safeguarding Policy
CS-01.4	April 12, 2017	Updated Format
CS-01.3	July 25, 2016	Revision of existing Child Safety Policy

ANNEX I

COMMUNICATIONS GUIDELINES

Guidelines for Ethical Reporting about Children

We have a responsibility to the children we represent to tell their stories in a responsible and ethical manner. The child's best interest should always be our primary consideration. We work with some of the world's most vulnerable children and communities. We want people to be motivated to support Save the Children's work. To do this, we need to show the injustice children face in a way that creates an emotional response and compels people to act to make the world a better place for children. In doing so, we *must* respect the dignity and humanity of the children we serve and we must not exploit their situation in order to raise funds or attract attention for our cause.

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

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

Guidelines for Interviewing Children

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

not coerced in any way and understand they are part of a story that might be disseminated locally and globally. This is usually ensured only if the permission is obtained in the child's language and if the decision is made in consultation with an adult the child trusts.

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

Guidelines for Reporting on Children (Including Solicitation Materials)

- 1) Do not further stigmatize any child. Avoid categorizations or descriptions that expose a child to negative reprisals – including additional physical or psychological harm, or to lifelong abuse, discrimination or rejection by their local communities.
- 2) Always provide an accurate context for the child's story or image.
- 3) Do not give any information that could lead to a child being identified or traced. For example, if the child is from a small village, it might be easy for the child to be identified by another villager. Provide the region or district where the child lives, rather than naming the village. Do not name the school the child attends. Use first names only.
- 4) **Always change the name and obscure the visual identity** of any child who is identified as:
 - a) A victim of sexual abuse or exploitation;
 - b) A perpetrator of physical or sexual abuse;
 - c) Charged or convicted of a crime;
 - d) A current or former child combatant;
 - e) HIV positive, living with AIDS or has died from AIDS, unless the child, a parent or a guardian gives fully informed consent; or
 - f) Any child who does not wish to be named and identifiable, or whose parent/guardian does not wish the child to be named and identifiable.

- 5) **Always change the name and consider obscuring the visual identity** of a child identified as:
 - a) An asylum seeker, refugee or internally displaced person; and/or
 - b) Orphaned, abandoned or separated from parents/guardians.²²

- 6) **Do not change a child's identity when it is important to the child and the story.** In certain cases, using a child's identity – name and/or recognizable image – is in the child's best interest; however, when a child's identity is used, s/he must still be protected against harm and supported through any stigmatization or reprisals. Some examples of these special cases are:
 - a) When a child initiates contact with the reporter, wanting to exercise her/his right to freedom of expression and to have her/his opinion heard;
 - b) When a child is part of a sustained program of activism or social mobilization and wants to be so identified;
 - c) When a child is engaged in a psychosocial program and is claiming her/his name and identity as a part of healthy development; and/or
 - d) When a child has died and the parent/guardian wants the child's name to be used in order to raise awareness of a problem or change policy.

- 7) When changing a child's name to protect their identity, ask them at the time of the interview what name they would prefer to be used. If the child does not state a preference for a certain name, work with someone from the community to select a name that is culturally appropriate given the child's gender, ethnicity, religious background, etc. Whenever possible, choose a name that is short and easily pronounced or understood by an audience that may be unfamiliar with the child's culture.

- 8) Confirm the accuracy of what the child has to say, either with other children or an adult, preferably with both.

- 9) When in doubt about whether a child is at risk, report on the general situation for children rather than on an individual child, no matter how newsworthy the story.

- 10) Do not invent a tragic future the child may face "if we don't help." If the child's image or story are to be used in this way, the child and parent or guardian must see the creative treatment and give additional consent.

Guidelines for Use of Videos and Photos including Children

Quality Indicator Definitions

²² In the case of orphans, please be sure to mention when they are in the care of relatives or guardians.

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

Compliance Indicator - Protection:

- **Coverage/Clothing:** Children must not be photographed, filmed or otherwise pictorially represented in any state of undress. Genitalia and breasts must not be exposed with very strict discretion around shirtless children to ensure the child's image does not serve as fodder for pedophiles or potential wrongdoers.
- **Dignity:** Does the image, video or story present the child in a state or quality of being worthy of honor or respect? Is the subject portrayed as a helpless victim or as a brave survivor contributing to his/her own success?
- **Care:** Children in grave health or dangerous situations are not to be depicted without care (e.g. a baby alone and crying; under attack, severe acute malnutrition, fresh wounds or extreme physical trauma, etc.).
- **Releases:** Releases are required, and may be obtained verbally in case of emergencies. Releases include informing the child and her/his guardian *in their preferred language* of the intended use of the photo, film or story and protecting the identity of high-risk children such as those in conflict settings, exploited workers, former slaves and those affected by deadly infectious diseases including HIV/ AIDS and Ebola.

ANNEX II

PROGRAM VISIT CHILD SAFEGUARDING GUIDELINES

Standards & Procedures for Child Safeguarding and Site Visits:

I.1 Uphold the agency Child Safeguarding Policy standards through background checks, policy review, signed policy acknowledgements, verbal briefings, and general application to all Save the Children site visitors. Examples of visitors include staff, interns, consultants, volunteers, vendors, policymakers, talent, corporate or foundation partners, board members, etc.

Procedure before Site Visit:

- Prior to any contact with children, the Save the Children organizer of the site visit will provide expectations for site visits to the visitor(s).
- The organizer of the site visit will provide a copy of Save the Children's Child Safeguarding Policy (CSP) to the site visitor(s) prior to visit. Save the Children visitor(s) must review the policy and return a signed CSP acknowledgement to the organizer of the site visit.
- The organizer will scan and send the forms to CSQuestions@savechildren.org.
- Signed copies of CSP acknowledgements, per standard SC policies and practice, will be retained in the CS Policy Library on SaveNet.
- If a visitor participates in multiple visits, s/he only needs to sign a policy acknowledgement every two years.
- In some cases, staff at sites will have additional Child Safeguarding or Ethics Conduct forms for visitor(s) to review and sign.

I.2 Adhere to the Two-Adult Rule and Supervision Guidelines, as Outlined in the Child Safeguarding Policy.

Procedure during Site Visit:

- Save the Children staff must adhere to the Two-Adult Rule: two or more adults are required to supervise all activities where children are involved and are present at all times.
- Children must **never** be left alone with any visitor(s). (See **Annex III**)

I.3 Provide a Verbal Briefing for All Site Visitors.

Procedure during Site Visit:

- Prior to or at the onset of the site visit, all visitors shall receive a verbal briefing to foster compliance with expected behaviors as outlined in this Policy. (See **Annex IV**)

I.4 Protect the Privacy and Sensitive Personally Identifiable Information (PII) of Children and Families.

Procedure before Site Visit:



- Site staff must explain the Consent for Photos, Videos, Original Artwork and/or Interviews to all participants of the upcoming site visit, including all caretakers, guardians and parents of children at the site. If an authorized adult or guardian/caretaker of a child has not signed the consent prior to the visit, the child cannot be included in photographs, video, quotes or other materials intended for publication, marketing or other business use. Copies of the consent forms should be filed at the site as per standard SC policies and practices. (See Procedure 8: Social Media and Child Safeguarding)

During Site Visit:

- Please follow Save the Children's safeguarding guidelines for social media and communications.

After Site Visit:

- Please follow SC's child safeguarding guidelines for social media and communications.

1.5 Ensure all site visits are authorized, and visit procedures are followed.

Procedure:

Before Program, Site &/or Sponsorship Visits:

- All visitors must completed a background record check (BRC) in advance of the visit. (See Procedure 1(C)(ii))
- The BRC is valid for two (2) years. The BRC must be completed and cleared before the visit.
- Exceptions to the BRC process may only be granted by the General Counsel.
- Prior to domestic (US) and international program visits, parent/guardian consent forms must be signed in the parent's/guardian's preferred language prior to any photography or filming of Children in the programs, and use of photos or films must adhere to the guidance provided in this policy.

Additional Guidance for Sponsorship Visits:

- Prior to domestic (US) and international sponsored child visits, parent/guardian consent forms must be signed in their preferred language prior to any photography or filming of Children in the programs, and use of photos or films must adhere to the guidance provided in this policy.
- Program or Country Office visits that do not involve contact with the sponsored child do not require parental consent forms to be completed. (For example, if a sponsor is not able to visit her/his sponsored child but will generally be visiting a program with other children.)
- Prior to sponsorship visits, both domestically and internationally, please:
 - Confirm the child's eligibility in sponsorship programming;
 - Obtain written consent from the child's parent/guardian prior to the visit between the child and sponsor;



- Ensure that field staff has spoken to the child about his/her comfort with the visit; and
- Request the sponsor send the child a letter prior to the upcoming visit.

During Site Visit:

- If a visitor unexpectedly arrives at a program office or site requesting a site visit, staff should explain that a visit cannot take place because the proper forms and BRCs have not been completed. Staff should then contact the Child Safeguarding Focal Point (CSFP). Under no circumstances should a Save the Children guest visit a child, program or community unannounced.
- Visitors must not stay overnight with one or more children benefiting from Save the Children programs who are not part of their immediate or extended family, whether in their house, project premises or elsewhere.
- Sponsors/children may not visit children's/families' or sponsors' homes, respectively. Sponsor visits should take place in a communal, public location (e.g., not at the child's home).
- Sponsor site visits may not exceed two (2) days.
- In the case of a violation pertaining to sponsor visits, the sponsorship relationship will be terminated if deemed necessary (after reviewed for severity of breach).

ANNEX III

PROGRAM/SITE VISIT SUPERVISION GUIDELINES

Save the Children is responsible for the safety of all children. As part of the Child Safeguarding Policy, staff, representatives and partners have agreed to ensure that children are safe in our care. To ensure that children are properly supervised at all times, please refer to this guidance document to help direct the necessary practices and procedures within your program or activity.

Supervising Children

There is no exhaustive list for identifying all the ways to actively supervise children. There may be additional strategies that you know. There are, however, two basic practices that remain true for all site and program operations:

- a. Children must never be left alone. There must always be a minimum of two staff persons (e.g., the Two-Adult Rule) at all Save the Children events and programmatic spaces.
- b. Children must never be unattended²³. Staff within programmatic spaces or at events must ensure that children are always visible and within earshot of a paid staff person.

For events and programs, the following considerations should be made prior to the onset of the event or program:

1. Develop an active supervision plan.
2. Set up the environment to ensure active supervision of children at all times.
3. Establish a clear procedure for signing children in and out of the program or event.
4. Consider adding temporary or permanent (based upon the program or event site) bells or chimes to any doors through which children could exit.
5. Identify an adequate ratio of staff to provide supervision to children.
6. Place staff throughout the space so that all children can be seen and heard.
7. Create clear paths where children are playing, sleeping or eating in case a quick response is needed.
8. Establish clear physical boundaries for outside spaces in which children will be playing.
9. Count children periodically throughout the day to ensure the correct number of children are present. This is especially critical during times of transition (e.g., bathrooms, cafeteria, outdoors, etc.).
10. Maintain an accurate attendance list of children.
11. Review rules of the space with children.
12. Identify a specific location for drop-off and pick-up at the program or event.
13. Anticipate children's behaviors and proactively develop a plan to mitigate risks.

²³ The difference between alone and unattended: Alone is when there is not adult supervision present. Unattended is when an adult may physically be present but is not actively supervising and does not view of a child.



Supervising **Visitors**

Save the Children visitors, including parents of children in programs or at events, shall:

1. Never be left alone or unattended with children in program spaces or events. The parents of children in our programs or at events must never be left to care for or supervise a child who is not theirs.
2. Always be accompanied by a Save the Children staff member.
3. Never speak with children without a staff member present.
4. Always be vetted prior to the visit (e.g., complete background record check, sign CS acknowledgement form and receive a verbal briefing).

Please take care to ensure that visitors are always in the company of a staff person throughout their visit. Staff persons and visitors should be mindful of rules regarding the use of bathroom areas, as some areas are designated only for the use of children (e.g., Head Start programs).

Save the Children staff and partners must intervene if there are any indicators that a visitor *may or has actually* harmed a child, either through physical/sexual contact or verbally. Interventions must be done safely to ensure the protection of the child(ren) as well as staff.

ANNEX IV

SITE VISIT VERBAL BRIEFINGS

Child Safeguarding Verbal Briefing Script

For SCUS Staff: This script is intended for all individuals visiting Save the Children USPA programs, including Head Start every day and in times of crisis. All visitors must complete a Background Record Check (BRC) and sign a Child Safeguarding Policy acknowledgement form prior to visiting with children or having access to data.²⁴ The Team Leader/host is responsible to ensure that the Child Safeguarding Acknowledgement forms or sheet for USPA & Head Start has been completed and emailed to CSQuestions@savechildren.org. All documents may be found on SaveNet.

No individual is allowed to visit with children if his/her presentation is indicative of any substance use²⁵ or otherwise presents as erratic or unsafe.

Script: Save the Children is committed to keeping children in our programs safe. Anyone under the age of 18 is a child. Our top priority is to ensure the safety of children in all that we do, and we have **zero tolerance** for Child Abuse and Exploitation. Here are some of the things you need to know during your program visit:

1. During this visit, it is the responsibility of Save the Children staff to accompany you (the visitor/s) throughout your program visit. Our duty to protect children means that we must actively supervise any contact between you and the children in our programs, including conversations.²⁶
2. Please take care to treat all children with dignity and respect.
3. We do not tolerate any form of child abuse - inadvertent or deliberate - including inappropriate physical contact of a violent or sexual nature, verbal aggression, and/or emotional maltreatment.
4. Please do not provide money or anything of value to a child.
5. Please do not help children do things of a personal nature that they can do for themselves (e.g., dressing, toileting, washing, etc.).
6. Exchanging contact information with children is not allowed. This includes phone, email, social media, instant messaging, or any other method of communication.
7. Please do not ask children to share any personal information about themselves (e.g., last names, addresses, school location, etc.).
8. The use of personal mobile phones or devices to photograph or record children is not allowed in our operational or programming spaces during your visit unless our Media and Communications team has approved it. Save the Children has specific guidelines that we must

²⁴ Parents volunteering at their child's Head Start program are not required to complete BRCs. Parents will need to sign the CS policy acknowledgement sheet unless they have already signed and returned the formal acknowledgement form.

²⁵ Slurred speech, odor of alcohol emanating from person or breath, bloodshot eyes, unsteady on feet, incoherent speech, erratic behavior, boisterous without awareness of it, dilated pupils.

²⁶ A chaperone must be made aware of his/her commitment to actively supervise children in their care.



follow with respect to legal consent, use of location and identifiable information, *geotracking* and/or names of children in the photo description.

9. While on this program visit, we ask that you immediately inform a staff member of any concern that you may witness.
10. If you have questions about our Child Safeguarding policies or behaviors that are deemed to be harmful to children, please let the team leader/host know.

If we observe any concerns during the visit, it is our responsibility to intervene to ensure the safety and protection of the child. You can also refer to the visitors' pamphlet for a condensed version of our Child Safeguarding Policy.

ANNEX V

HEAD START PROGRAMS

All staff, representative and guests in the Head Start programs are governed by this Child Safeguarding Policy. There are, however, additional considerations unique to Head Start that require special attention.

A. Ratio

All Head Start programs are required to ensure proper ratio of staff in the classrooms. This is strictly mandated by Head Start, and all programs are required to conform with such regulations. This policy encourages the use of the Two-Adult Rule at all times to: (1) Reduce the risk of an incident of abuse. Abusive behavior tends not to happen when there is a witness; (2) Protect against false accusations; (3) Reduce liability and a possible claim of negligence; and (4) Offer additional help if there is an accident or emergency.

B. Counting Children

It is important that throughout the day, Head Start staff **Scan and Count** all of the children in the program/center. The ECKLC website has a lot of great resources to provide guidance on Active Supervision and Counting Kids. No child should ever be left alone or unattended. (NOTE: The difference between alone and unattended. Alone is when there is not adult supervision present. Unattended is when an adult may physically be present but is not actively supervising and does not view of a child.)

A protocol for Counting Kids means that:

- Staff are always able to account for the children in their care.
- They continuously scan the entire environment to know where everyone is and what they are doing.
- They count the children frequently.
- They are especially vigilant during transitions (i.e., when children are moving from one location to another).

All Head Start programs shall develop written procedures to ensure the proper accounting of children throughout the school day. This includes but is not limited to:

- I. Developing a Counting Kids process for each center within the program.
 - a. How are children counted (e.g., by name, placing hand on the head, asking children to count off, buddy system, etc.)?
 - b. Who is accountable to ensure children are counted?
 - c. How does the center/program respond if a child is “missing” after a count is completed?
 - d. How frequently are children counted?
 - e. How is counting captured (e.g., documentation)?



2. Ensuring proper ratio of staff during transitions (e.g., bathroom, playground, cafeteria, etc.), which are the most vulnerable times in which children are not counted.
3. Identifying a person in each center to monitor the process and ensure consistent compliance.

C. Dismissal

All Head Start programs shall develop written procedures to ensure safe and consistent dismissal practices. This includes but is not limited to:

1. Processes to sign children in and out of the center/program.
2. Identifying authorized adults and maintaining an updated list of authorized adults.
3. A no-show parent/caretaker procedure.
4. A protocol for when a parent/caretaker appears impaired or is otherwise unable to care for the child.
5. A procedure for when an unauthorized adult comes to pick up a child.
6. Children may **ONLY** be released to authorized adults *currently* on the contact list. Parents and caretakers may not call, text or email requests to add individuals to pick-up children. Additional authorized adults may only be added in person and by the legal custodian/guardian of the child.

D. Transportation

All Head Start programs offering transportation to children shall develop written procedures to ensure safe transportation of all children. This includes but is not limited to:

1. Maintaining a current roster of children identified to ride the bus, which includes pick-up and drop-off location, as well as an authorized adult to receive the children upon drop-off.
2. On-boarding and off-boarding children from the bus.
3. Safely securing children into seats via belts or harnesses.
4. Implementing Redundant or (Fail-Safe) Safety Systems, in accordance with the ECLKC standards for when children are off-boarded.
5. A bus monitoring system to ensure that processes are practiced consistently.
6. A no-show parent/caretaker procedure.
7. An accident or bus break-down protocol.



ANNEX VI

CHILD SAFEGUARDING ACKNOWLEDGEMENT

I acknowledge that I have been provided with and have reviewed Save the Children US's Policy on Child Safeguarding with the effective date of July 1, 2018 (the "Policy"). **I agree to comply with all aspects of the Policy, and I understand that my ongoing compliance with the Policy is a condition required for my participation in any visits to Save the Children program sites or any other Save the Children related activities.**

This Child Safeguarding Acknowledgement shall have effect for a period of two (2) years from the date on which it has been signed as indicated below.

Signature: _____
Name: _____
Site Visit Location: _____
Date: _____



ANNEX VII

BRC VERIFICATION

On the employer, company, corporation or entity's **letterhead**, please copy and paste the following:

Verification of Completed Background Record Check (BRC)

Date: _____

Employer: _____

Employee's Name: _____

Please check the following that apply:

(a) A comprehensive BRC for criminal and sexual offender histories has been conducted

(b) There is no history of a criminal or sexual nature

(c) There are no known concerns indicating that the individual would pose a risk to children or vulnerable adults

(d) Date of last BRC _____ / _____ / _____

Printed Name of Supervisor/Manager or Human Resources Rep

Signature of Supervisor/Manager or Human Resources Representative



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



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

DEFINITION & ACRONYMS

None.



POLICIES

Statement of Policy

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

Introduction

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

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

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

What's Inside?

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

Compliance with Law, Regulations and Standards
Financial Transactions/Records and Reports
Gifts and Gratuities
Conflicts of Interest
Beneficiary Safety and Protection Confidential and Proprietary Information
Reporting a Possible Violation

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



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

I. Compliance with Law, Regulations and Standards

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

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

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

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

II. Financial Transactions / Records and Reports

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

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

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



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

III. **Gifts and Gratuities**

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

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

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

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

The following gifts or payments may be acceptable:

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

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

IV. **Conflicts of Interest**

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

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

The following are some examples of conflicts of interest:

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

Resolving Conflicts of Interest

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

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

V. Beneficiary Safety and Protection

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

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

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



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

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

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

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

VI. Confidential and Proprietary Information

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

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

Confidential information includes:

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



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

Proprietary information includes:

- Art work
- Photography

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

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

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

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

VII. Reporting a Possible Violation

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

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

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

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



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

PROCEDURES

None.

TRAINING REQUIREMENTS

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

MONITORING MECHANISMS

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

EXCEPTION APPROVAL PROCEDURE

Procedure/ Action	Action Owner
None	N/A

VERSION CONTROL

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



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



POLICIES

1. Zero Tolerance Policy

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

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

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

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

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



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

2. Compliance with Applicable Laws and Regulations

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

3. Prevention and Detection of Fraud, Bribery and Corruption

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



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

4. Reporting Requirements and Whistleblower Protections

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

5. Accountability of SCUS Management

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

6. Seeking Guidance About this Policy

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

PROCEDURES

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



II. Prevention and Detection of Fraud Bribery and Corruption	
1.	All SCUS employees must be alert to potential fraud, bribery, or corruption risks in their area of responsibility and take reasonable steps to verify the accuracy of information in documents that they create or approve. If there is any reason to believe something is inaccurate in a document they are signing, distributing, or reviewing, SCUS employees have an obligation to find out whether it is inaccurate and correct it or report the inaccuracy.
2.	SCUS Division VPs shall ensure that potential fraud, bribery, and corruption risks arising from activities and business processes under their management are assessed and reasonably mitigated. Key areas of potential risk include: international and remote programming in locations with moderate to high corruption risk; procurement of goods and services; working with Partners (see Procedure IV, below); conflicts of interest; providing and receiving hospitality, including gifts, meals, entertainment, travel, and other benefits; and interactions with government officials or entities (see Annex A on the Foreign Corrupt Practice Act for information about interactions with foreign officials).
3.	Resources to assist SCUS staff in assessing and mitigating fraud risks in their areas of responsibility are included in Annex B and are available on the Legal site on SaveNet.
III. Employee Reporting of Fraud, Bribery and Corruptions Concerns	
1.	<p>SCUS employees must promptly report any information or suspicion concerning fraud, bribery, or corruption in SCUS's programs or operations (including those implemented by Save the Children International (SCI) on our behalf) through one of the reporting mechanisms:</p> <ul style="list-style-type: none"> • Consistent with the <i>Policy on Resolving Employee Grievances and Reporting Possible Agency Policy Violations or Other Misconduct</i>, SCUS employees may report the matter to their direct managers or the Senior Manager of their Team or Department, who will refer the matter to the Chief Compliance Officer. • If an SCUS employee has any concern about reporting through their Team or Department Management, they can report the matter to the Legal Department directly via hotline@savechildren.org • SCUS employees also may file an anonymous report: <ul style="list-style-type: none"> ○ online at http://SavetheChildren.EthicsPoint.com or ○ via phone +1 (844) 287-1892 in the United States. If you are outside of the United States and would like to report by phone, go to http://SavetheChildren.EthicsPoint.com for a full listing of contact numbers by country.
2.	Information or suspicion concerning fraud, bribery or corruption must be reported by SCUS employees through one of the above mechanisms regardless of whether the suspected incident occurred in the U.S. or overseas in an SCI or other partner office. If/as relevant, the Chief



	Compliance Officer will inform SCI of allegations involving its programs, offices, staff and/or assets.
3.	Failure to report a reasonable suspicion of fraud, bribery, or corruption in accordance with this Policy will be treated as a serious issue and may result in disciplinary action being taken.
4.	Reports should be factual and include as much detail as possible so that SCUS can properly assess the nature and extent of the allegations. Reports will be treated confidentially upon request, to the extent permitted by applicable legal requirements.

IV. Rules and Procedures for SCUS Partners (other than SCI)

1.	SCUS Budget Holders or Business Teams responsible for managing relationships with sub-awardees, vendors, suppliers, consultants and others to whom we provide assets in exchange for services or products (“Partners”) should be alert to red flags indicating potential fraud, bribery, or corruption by the Partner and take reasonable steps to assess and monitor risks related to fraud, bribery, and corruption. Such monitoring can include exercising contractual audit clauses, ensuring commissioned work has been performed, ordered goods have been received before paying invoices, performing random site visits, and routinely checking inventory.
2.	SCUS’s Partners shall receive and review this policy prior to executing their agreements with SCUS. The policy shall be provided to the Partner by the SCUS Department issuing the agreement to them.
3.	Agreements with SCUS Partners shall include provisions in which the Partner acknowledges this Policy, and agrees (1) to report any credible allegations of fraud, bribery, or corruption related to their work with SCUS, (2) cooperate fully with any investigation or inquiry by SCUS and its donors, and (3) reimburse SCUS for all liabilities, losses, costs, penalties, charges, or other amounts incurred by SCUS due to a violation or breach by a Partner of this Policy. Pre-approved language satisfying these requirements is set forth in Annex C. Any exceptions to this requirement must be approved in writing by the Legal Department.

V. Whistleblower Protections

1.	<p>As set forth in SCUS’s Code of Ethics and Business Conduct, every SCUS employee and Partner has the right to address ethical concerns in good faith without fear of retribution, including punishment or harassment from co-workers, managers, or SCUS management. Reports of concerns will be treated confidentially upon request, to the extent permitted by applicable law. SCUS forbids retaliation of any kind against employees and Partners who in good faith report potential or actual violations of this Policy.</p> <p>If working on a USG-funded award, SCUS employees and Partners are also afforded the employee whistleblower protections and rights provided under 41 U.S.C. § 4712.</p>
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VI. Investigating and Remediating Allegations of Fraud, Bribery, and Corruption



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



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

TRAINING REQUIREMENTS

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

MONITORING MECHANISMS

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



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



EXCEPTION APPROVAL PROCEDURE

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

VERSION CONTROL

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

Annex A:

The FCPA and Other Anti-Corruption Laws

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

FCPA

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

Anti-Bribery Provisions

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

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

Facilitating Payments

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

Penalties and Sanctions

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



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

Other Anti-Corruption Laws

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



Annex B:

Fraud, Bribery, and Corruption Risk Assessment and Mitigation Resources

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

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

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

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

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

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

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

Annex C:

Model Clauses

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

Anti-Corruption Clauses

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

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



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

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

DEFINITIONS AND ACRONYMS:

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

Internet: the global network of computing device networks.

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

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

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

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

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

INTRODUCTION

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

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

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

SCOPE

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

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

PROCEDURES

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

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

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

WHAT TO AVOID

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

NON-SECTARIAN, NONPARTISAN SPEECH AND ACTION

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

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

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

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

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

IN CASE OF DOUBT, MISTAKES, OR SUSPECTED POLICY VIOLATIONS

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

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

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

CONSEQUENCES OF POLICY VIOLATION

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

NOTIFICATION REQUIREMENTS

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

VERSION CONTROL

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

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

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

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

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

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

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

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



Save the Children®

Vendor Questionnaire Form

Please review the attached instructions prior to completing this form. All information must be completed.

Note: SCUS Standard Payment Terms are Net 30 days from receipt of a SCUS approved invoice.

REQUIRED INFORMATION (Please Print Clearly) SCUS Contact Name: _____

Company/Individual Name: _____

Contact name/title: _____

E-Mail: _____

Street Address: _____

Phone #: _____

City State Zip

Remit Address: (If different from above) _____

Phone #: _____

City State Zip

Email: _____

Check All That Apply:

Please note that SCUS procures products and services **under government contract** and are required to report the following business information:

I am not a Small Business _____ Small-Bus. Enterprise(SB) _____

It is important to note that to qualify as one of the following businesses, a qualifying individual who has a controlling interest in the company must operate it.

HUBZone (SBHUBzone) _____ Service-Disabled Veteran Owned (SDVOSB) _____ Small Disadvantaged (SDB) _____

Women-Owned (WOSB) _____

If you are a government entity or a 501(c)3 please mark the applicable box:

501(c)3 _____ Government Entity _____ Organization non charity _____

Additional Classifications:

Utilities _____ Consultant _____ Printing (i.e. mailing) _____ Media _____ IT (i.e. computer, laptops) _____

Temporary Staffing _____ Lease _____ Fundraising _____ Donor _____ Insurance _____

Event Coordination (i.e. hotel, catering, venue) _____ Subaward _____ Marketing _____

I certify that the foregoing is true and complete to the best of my knowledge and belief and that no material changes have occurred to the business which would affect any of the above representations.

CERTIFICATION REGARDING TERRORISM: Seller hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

Name of Person Completing Form (Please Sign and Print Clearly): _____

Title: _____

Signature: _____

Date

SCUS is an Equal Opportunity/Affirmative Action Employer AA/M/F/D/V

Bank Information

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



GENERAL EXPENSE DIRECT DEPOSIT AUTHORIZATION FORM

SCUS Contact Person: Holly Lowe or Emma Smith

Phone: 859-899-1207 or 859-899-1160

Email: apdept@savechildren.org

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

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

ENTITY NAME: _____

To receive payment via credit card please follow these instructions:

***All you need to participate is the ability to accept card transactions and an email address to receive payment information.**

By selecting yes and providing an email address, you are agreeing to receive payment via credit card through the Wells Fargo platform. Once Save the Children Accounts Payable receives this form back, you will receive a confirmation email with your enrollment details.

Yes Email Address: _____

See CCER AP Control Quick Reference Guide and the Merchant Tip Sheet below for information on the process.



CCER AP Control -
Quick Reference Guid



Merchant Tip
Sheet.pdf

A short walkthrough of the process and tips on avoiding the most common issues is available at this link:

https://wellsfargo.adobeconnect.com/secure_doc_del

Signature of Authorized Representative:

_____ DATE: ____/____/____

If you are unable to receive a credit card payment please complete the ACH information below:

ATTACH A VOIDED CHECK

FINANCIAL INSTITUTION (BANK) NAME: _____

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

BANK ACCOUNT #: _____ ROUTING/ABA #: _____

For organizations outside the US:

COUNTRY: _____

BANK ACCOUNT #: _____ SWIFT #: _____

Signature of Authorized Representative:

_____ DATE: ____/____/____

Instructions for Completing Save the Children (SCUS) Vendor Questionnaire:

1. Please complete all sections of the form completely. If a piece of information is not applicable please indicate this on the form.
2. If you are a US company or individual subject to US Federal Tax regulations, you are required to provide a **W9** and if you are a foreign company **W8** along with the questionnaire form. SCUS uses this information for documentation of compliance with US regulations. SCUS will **NOT** process payment without the completed and updated W9/W8 or the completed vendor questionnaire form.
3. Use the following definitions for determining your status as a “Small Business Concern”

Definition of “concern” as set forth in FAR 19.001-Definition: “Concern” means any business entity organized for profit (even if its ownership is in the hands of a nonprofit entity) with a place of business located in the United States or its outlying areas and that makes a significant contribution to the U.S. economy through payment of taxes and/or use of American products, material and/or labor, etc. “Concern” includes but is not limited to an individual, partnership, corporation, joint venture, association, or cooperative. For the purpose of making affiliation findings (see 19.101) any business entity, whether organized for profit or not, and any foreign business entity, i.e., any entity located outside the United States and its outlying areas.

“**Small business concern**” Certain government programs, such as SBA loan programs and contracting opportunities, are reserved for small business concerns. In order to qualify, businesses must satisfy SBA’s definition of a small business concern, along with the size standards for small business. A size standard, which is usually stated in number of employees or average annual receipts, represents the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business for SBA and federal contracting programs. The definition of “small” varies by industry see <https://www.sba.gov/content/small-business-size-standards> for further information.

“**Small disadvantaged business concern,**” Since October 2008, small businesses can self-represent their status as a small disadvantaged business (SDB). Generally, this means that:

- The firm must be 51% or more owned and control by one or more disadvantaged persons.
- The disadvantaged person or persons must be socially disadvantaged and economically disadvantaged.
- The firm must be small, according to SBA’s size standards

Generally, to be approved into the 8(a) Business Development Program and become certified the business must meet these eligibility requirements:

- The business must be majority-owned (51 percent or more) by an individual(s).
- The individual(s) must be an American citizen, by birth or naturalization.
- The business must be majority-owned (51 percent or more) and controlled/managed by socially and economically disadvantaged individual(s).
- The individual(s) controlling and managing the firm on a full-time basis must meet the SBA requirement for disadvantage, by proving both social disadvantage and economic disadvantage.
 - For purposes of the 8(a) Business Development program, the following individuals are presumed socially disadvantaged (called “presumed groups”):
 - Black Americans
 - Hispanic Americans
 - Native Americans
 - Asian Pacific Americans
 - Subcontinent Asian American
 - According to SBA’s regulations, "economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities."

<https://www.sba.gov/content/disadvantaged-businesses>

“HUBZone business concern” means your business must be located in an area designated as a Historically Underutilized Business (HUB) Zone.

- To qualify for the program, a business (except tribally-owned concerns) must meet the following criteria:
- It must be a small business by SBA standards
- It must be owned and controlled at least 51% by U.S. citizens, or a Community Development Corporation, an agricultural cooperative, or an Indian tribe
- Its principal office must be located within a “Historically Underutilized Business Zone,” which includes lands considered “Indian Country” and military facilities closed by the Base Realignment and Closure Act
- At least 35% of its employees must reside in a HUBZone.

<https://www.sba.gov/category/navigation-structure/contracting/contracting-support-small-businesses/small-business-cert-0>

“Service-Disabled Veteran-owned business concern” (SDVOSBC) In order to be eligible for the SDVOSBC, you and your business must meet the following criteria:

- The Service Disabled Veteran (SDV) must have a service-connected disability that has been determined by the Department of Veterans Affairs or Department of Defense
- The SDVOSBC must be small under the North American Industry Classification System (NAICS) code assigned to the procurement
- The SDV must unconditionally own 51% of the SDVOSBC
- The SDVO must control the management and daily operations of the SDVOSBC
- The SDV must hold the highest officer position in the SDVOSBC

<https://www.sba.gov/sdvosb>

“Women-owned business concern” To be eligible, a firm must be at least 51% owned and controlled by one or more women, and primarily managed by one or more women. The women must be U.S. citizens. The firm must be “small” in its primary industry in accordance with SBA’s size standards for that industry. In order for a WOSB to be deemed “economically disadvantaged,” its owners must demonstrate economic disadvantage in accordance with the requirements set forth in the final rule.

<https://www.sba.gov/content/women-owned-small-business-program>

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

The form must be signed and emailed to apdept@savechildren.org. SCUS cannot accept vendor questionnaires without a signature of an authorized party.

For questions regarding the completion of this form, please contact Charlene Marquis, Senior Director Procurement cmarquis@savechildren.org or 475-999-3210.

6. CONSENT CALENDAR: Action items:

6.4 Agreement with TCOE to Furnish Food Service
between Childcare and Adult Food
Program Sponsor

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

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

This Agreement is entered into on this first day of July 2019 by and between
(month) (year)

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

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

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

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

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

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and deliver the meals (inclusive/exclusive) of milk to Tipton Child
(name of site)
Development Center, 370 N. Evans Rd, at Tipton Elementary by 10:30 a.m. for lunch
(address) (time)
and snacks each week day, in accordance with the number of meals requested and at the
cost(s) per meal listed below:
Breakfast \$ 1.27 each Lunch \$ 2.51 each PM Snack \$.69 each
2. Assure the Agency that no Title III(C) Funds have been applied to the cost of or Title(C)
Commodities used for the preparation of these meals.
3. Provide the Agency, for approval, a proposed menu for each month at least seven (7)
business days prior to the beginning of the month to which the menu applies. Any changes

to the menu made after the Agency approval must be agreed upon by the Agency and documented on the menu records.

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

12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
13. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
14. Provide disposable utensils, (sporkettes and trays) necessary for meal service.
15. If at any time during the school year, the school district is not in session at the same time the child care food program sponsor is in session, a cold lunch which meets the meal requirements will be delivered they day before to be prepared by the sponsor personnel.

THE VENDOR CERTIFIES:

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

THE AGENCY AGREES TO:

1. Request by telephone no later than 9:00 a.m., an accurate number of meals to be delivered to the Agency on each week-day. Notify the Vendor of necessary increases or decreases in the number of meal orders within 1 hour of the scheduled delivery time. Above time will be susceptible to change when a foggy day schedule is in effect.

2. A breakfast period will be used with service to children at approximately 8:00 a.m. for a full day class. A lunch period will be used with service to children at approximately 11:15 a.m. for a full day class. Snack with service to the children at approximately 2:30 p.m. for a full day class.
3. Ensure that an Agency representative is available at each (delivery/pick-up) site, at the specified time on each specified (delivery/pick up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the CACFP and in health and sanitation practices.
4. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick-up by the vendor no later than 1:00 p.m.
(negotiable time frame but should be no longer than 24 hours)
5. Notify the Vendor with three (3) days of receipt of the next month's proposed menu of any changes, additions or deletions which will be required in the menu request.
6. Provide the Vendor with a copy of 7 CFR Part 226; the Child and Adult Care Food Program Meal Pattern. Schedule B; and all other technical assistance materials pertaining to the food service requirements of the CACFP. The Agency will, within 24 hours of receipt from the State Agency, advise the Vendor of any changes in the food service requirements of the CACFP.
7. Actual served meals will be reported at point of service on the Agency's form mandated by the State Child Care Nutrition Program and this number will be used for all reporting.
8. The Agency will be billed for and pay for the number of breakfast meals and lunches ordered.
9. Establish data collection procedures which are in accordance with state and federal regulations relating to the overt identification of needy pupil and keep accurate records of the number of free, reduced price, paid and adult lunches served daily.
10. Receive and process all free and reduced price meal applications, maintain all necessary records to support the above information.

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

TERMS OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2019 and shall be for a period of
(first day of contracted service)
one calendar year. It may be terminated by written notification given by either party hereto the other party at least 30 days prior to the date of termination.

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


Vendor Official Signature

Stacy Bettencourt
Vendor Official Name (please type)

Superintendent
Title

(559) 752-4213
Telephone

Date


Agency Official Signature

Julie Berk
Agency Official Name (please type)

Assistant Superintendent
Title

(559) 651-3022
Telephone

4/29/19
Date

6. CONSENT CALENDAR: Action items:

6.5 Fundraiser Request

Tipton Elementary School District

Name of Club: Student Body - Yearbook

Request for Fundraiser Approval and Revenue Projection

School Year: 2018-2019

Date form submitted: 5-22-18 Submitted by: Tamara Morton

PROPOSED ACTIVITY:

Name of activity or type of fundraiser: Yearbook Sales

Location of activity: _____

Facilities needed: _____

Items to be sold: Yearbooks

Date of activity: all year

Time of activity: From _____ a.m./p.m. To: _____ a.m. /p.m.

Item/Ticket selling price: \$25.00

Cash Box required? Yes No

Number of items purchased for sale: 100 @ \$ 25.00 each = \$ 2500.00

ASB purchase order required? Yes No

How much income is anticipated? \$ 2500.00 how much expense is anticipated? \$ _____

How will profit be used? _____

Fundraiser Contact Person: Tamara Morton

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.

7. ADMINISTRATIVE: Action items:

7.1 Automated External Defibrillator Program (AED) for 2019-2023

Automated External Defibrillator Program (AED)

Tipton Elementary School District



2019-2023

Board Approval:

June 6, 2019

TIPTON ELEMENTARY SCHOOL DISTRICT

370 N. Evans Road, PO Box 787

Tipton, CA 93272

Phone: (559) 752-4213

Fax: (559) 752-1231

TESD Non-Discrimination Statement

Tipton Elementary School District is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The following person has been designated to handle inquiries regarding the non-discrimination policies: Stacey Bettencourt, Superintendent, 370 N. Evans Road, Tipton, CA 93272, 559-752-4312.

03/30/2019

Ann Jarris, MD

Revision History			
Date	Page	Summary of Changes	By
03/30/19	All	Received from Enerspect; rewritten to TESD	S. Bettencourt
06/06/19	All	Final Draft to present to school board	S. Bettencourt

This policy is in effect as of June 6, 2019 and shall be reviewed yearly or as required by changes in the Automated External Defibrillator Program, state/local regulation, or TESD policy.

Cardiac Emergency Response Plan

Tipton Elementary School

This Cardiac Emergency Response Plan is adopted by **Tipton Elementary School District** effective **June 6, 2019**. This plan was reviewed and approved by a medical advisor for **Tipton Elementary School** on **March 30, 2019**.

A cardiac emergency requires immediate action. Cardiac emergencies may arise as a result of a Sudden Cardiac Arrest (SCA) or a heart attack, but can have other causes. SCA occurs when the electrical impulses of the heart malfunction resulting in sudden death.

Signs of Sudden Cardiac Arrest can include one or more of the following:

- Not moving, unresponsive or unconscious, *or*
- Not breathing normally (i.e., may have irregular breathing, gasping or gurgling or may not be breathing at all), *or*
- Seizure or convulsion-like activity.

Note: Those who collapse shortly after being struck in the chest by a firm projectile/direct hit may have SCA from commotio cordis.

California Good Samaritan Law

The California Good Samaritan Law (Health and Safety Code Section 1799.102) states that “no person who in good faith, and not for compensation, renders emergency medical or nonmedical care or assistance at the scene of an emergency shall be liable for civil damages resulting from any act or omission other than an act or omission constituting gross negligence or willful wanton misconduct.” Under this law, any person may voluntarily provide emergency care, including CPR, defibrillation, and first aid on the TESD site.

The Cardiac Emergency Response Plan of **Tipton Elementary School District** shall be as follows:

1. Developing a Cardiac Emergency Response Team

- (a) The Cardiac Emergency Response Team shall be comprised of those individuals who have current CPR/AED certification. It will include the school nurse, coaches, and others within the school. It should also include an administrator and office staff who can call 9-1-1 and direct EMS to the location of the SCA.
- (b) Members of the Cardiac Emergency Response Team are identified in the “Cardiac Emergency Response Team” attachment, to be updated yearly and as needed to remain current. One of the members shall be designated as the Cardiac Emergency Response Team Coordinator.
- (c) All members of the Cardiac Emergency Response Team shall receive and maintain nationally recognized training, which includes a certification card with an expiration date of not more than 2 years.

(d) As many other staff members as reasonably practicable shall receive training.

2. **Activation of Cardiac Emergency Response Team during an identified cardiac emergency**

(a) The members of the Cardiac Emergency Response Team shall be notified immediately when a cardiac emergency is suspected.

(b) The Protocol for responding to a cardiac emergency is described in Section 8 (below) and in the “Protocol for Posting” attachment.

3. **Automated external defibrillators (AEDs) – placement and maintenance**

(a) Minimum recommended number of AEDs for **Tipton Elementary School District**

(1) Inside school building – The number of AEDs shall be sufficient to enable the school staff or another person to retrieve an AED and deliver it to any location within the school building.

(b) **Tipton Elementary School District** will regularly check and maintain each school-owned AED in accordance with the AED’s operating manual and maintain a log of the maintenance activity. The school shall designate a person who will be responsible for verifying equipment readiness and for maintaining maintenance activity.

(c) Additional Resuscitation Equipment: A resuscitation kit shall be connected to the AED carry case. The kit shall contain latex-free gloves, razor, scissors, towel antiseptic wipes and a CPR barrier mask.

(d) AEDs shall not be locked in an office or stored in a location that is not easily and quickly accessible during school hours and activities held on campus after school hours.

(e) AEDs shall be readily accessible for use in responding to a cardiac emergency, during both school-day activities and after-school activities (ASES), in accordance with this Plan. Each AED shall have one set of defibrillator electrodes connected to the device and one spare set. All AEDs should have clear AED signage so as to be easily identified. Locations of the AEDs are to be listed in the “Cardiac Emergency Response Team” attachment and in the “Protocol for Posting” attachment.

4. **Communication of this Plan throughout the school campus**

(a) The Cardiac Emergency Response Protocol shall be *posted* as follows:

(1) In the main office and multipurpose room.

(2) Adjacent to each AED.

(b) The Cardiac Emergency Response Protocol shall be *distributed* to:

(1) All staff and administrators at the start of each school year, with updates distributed as made.

(2) All Health Services staff including the school nurse and LVN.

(c) All athletic director and coaches at the start of each school year.

5. **Training in Cardiopulmonary Resuscitation (CPR) and AED Use**

(a) Staff Training:

- (1) In addition to the school nurse, a sufficient number of staff shall be trained in cardiopulmonary resuscitation (CPR) and in the use of an AED to enable **Tipton Elementary School District** to carry out this Plan. Training shall be renewed at least every two years. The school shall designate the person responsible for coordinating staff training as well as the medical contact for school based AEDs, if available.
- (2) Training shall be provided by an instructor, who may be a school staff member, currently certified by a nationally-recognized organization to conform to current American Heart Association guidelines for teaching CPR and/or Emergency Cardiac Care (ECC).
- (3) Training may be traditional classroom, on-line or blended instruction but should include cognitive learning, hands-on practice and testing.

(b) Cardiac Emergency Response Drills:

Cardiac Emergency Response Drills are an essential component of this Plan. Tipton Elementary School District shall perform a minimum of 1 successful Cardiac Emergency Response Drill each school year with the participation of the school nurse, LVN, and coaches.

6. Local Emergency Medical Services (EMS) integration with the school/school district's plan

- (a) **Tipton Elementary School District** shall provide a copy of this Plan to local emergency response and dispatch agencies (e.g., the 9-1-1 response system), which may include local police and fire departments and local Emergency Medical Services (EMS).

7. Annual review and evaluation of the Plan

Tipton Elementary School District shall conduct an annual internal review of the school/school district's Plan. The annual review should focus on ways to improve the schools response process, to include:

- (a) *A post-event review* following an event. This includes review of existing school-based documentation for any identified cardiac emergency that occurred on the school campus or at any off-campus school-sanctioned function. The school shall designate the person who will be responsible for establishing the documentation process.
Post-event documentation and action shall include the following:
- (1) A contact list of individuals to be notified in case of a cardiac emergency.
 - (2) Date, time and location of the cardiac emergency and the steps taken to respond to the cardiac emergency.
- (b) A review of the documentation for all Cardiac Emergency Response Drills performed during the school year. Consider pre-established Drill report forms to be completed by all responders.

- (c) A determination, at least annually, as to whether or not additions, changes or modifications to the Plan are needed. Reasons for a change in the Plan may result from a change in established guidelines, an internal review following an actual cardiac emergency, or from changes in school facilities, equipment, processes, technology, administration, or personnel.

8. Protocol for School Cardiac Emergency Responders

**Tipton Elementary School
Cardiac Emergency Response Team PROTOCOL**

For All Schools

Sudden cardiac arrest events can vary greatly. Faculty, staff and Cardiac Emergency Response Team (CERT) members must be prepared to perform the duties outlined below. Immediate action is crucial in order to successfully respond to a cardiac emergency. Consideration should be given to obtaining on-site ambulance coverage for high-risk athletic events. The school should also identify the closest appropriate medical facility that is equipped in advanced cardiac care.

Follow these steps in responding to a suspected cardiac emergency:

(a) Recognize the following signs of sudden cardiac arrest and take action in the event of one or more of the following:

- The person is not moving, or is unresponsive, or appears to be unconscious.
- The person is not breathing normally (has irregular breaths, gasping or gurgling, or is not breathing at all).
- The person appears to be having a seizure or is experiencing convulsion-like activity. (Cardiac arrest victims commonly appear to be having convulsions).
- Note: If the person received a blunt blow to the chest, this can cause cardiac arrest, a condition called commotio cordis. The person may have the signs of cardiac arrest described above and is treated the same.

(b) Facilitate immediate access to professional medical help:

- Call 9-1-1 as soon as you suspect a sudden cardiac arrest. Provide the school address, cross streets, and patient condition. Remain on the phone with 9-1-1. (Bring your mobile phone to the patient's side, if possible.) Give the exact location and provide the recommended route for ambulances to enter and exit. Facilitate access to the victim for arriving Emergency Medical Service (EMS) personnel.
- Immediately contact the members of the Cardiac Emergency Response Team.
 - Give the exact location of the emergency. ("Mr. /Ms. ___ Classroom, Room # ___, gym, football field, cafeteria, etc."). Be sure to let EMS know which door

to enter. Assign someone to go to that door to wait for and flag down EMS responders and escort them to the exact location of the patient.

- If you are a CERT member, proceed immediately to the scene of the cardiac emergency.
 - The closest team member should retrieve the automated external defibrillator (AED) en route to the scene and leave the AED cabinet door open;
 - Acquire AED supplies such as scissors, a razor and a towel and consider an extra set of AED pads.

(c) Start CPR:

- Begin continuous chest compressions and have someone retrieve the AED.
- Here's how:
 - Press hard and fast in center of chest. Goal is 100-120 compressions per minute. (Faster than once per second, but slower than twice per second.)
 - Use 2 hands: The heel of one hand and the other hand on top (or one hand for children under 8 years old), pushing to a depth of 2-2.4 inches (or 1/3rd the depth of the chest for children under 8 years old).
 - Follow the 9-1-1 dispatcher's instructions, if provided.

(d) Use the nearest AED:

- When the AED is brought to the patient's side, press the power-on button, and attach the pads to the patient as shown in the diagram on the pads. Then follow the AED's audio and visual instructions. If the person needs to be shocked to restore a normal heart rhythm, the AED will deliver one or more shocks.
 - Note: The AED will only deliver shocks if needed; if no shock is needed, no shock will be delivered.
- Continue CPR until the patient is responsive or a professional responder arrives and takes over.

(e) Transition care to EMS:

- Transition care to EMS upon arrival so that they can provide advanced life support.

(f) Action to be taken by Office / Administrative Staff:

- Confirm the exact location and the condition of the patient.
- Activate the Cardiac Emergency Response Team and give the exact location if not already done.
- Confirm that the Cardiac Emergency Response Team has responded.
- Confirm that 9-1-1 was called. If not, call 9-1-1 immediately.
- Assign a staff member to direct EMS to the scene.
- Perform "Crowd Control" – directing others away from the scene.
- Notify other staff: school nurse, athletic director, etc.
- Consider delaying class dismissal, recess, or other changes to facilitate CPR and EMS functions.
- Designate people to cover the duties of the CPR responders.
- Copy the patient's emergency information for EMS.
- Notify the patient's emergency contact (parent/guardian, spouse, etc.).
- Notify staff and students when to return to the normal schedule.

- Contact school district administration.

Building Location Information

School Name & Address Tipton Elementary School District
370 N. Evans Road
Tipton, CA 93272

School Emergency Phone# (559) 752-4213 office
(559) 804-7299 or (559) 804-6611

Cross Streets _____Road 152 & Woods_____

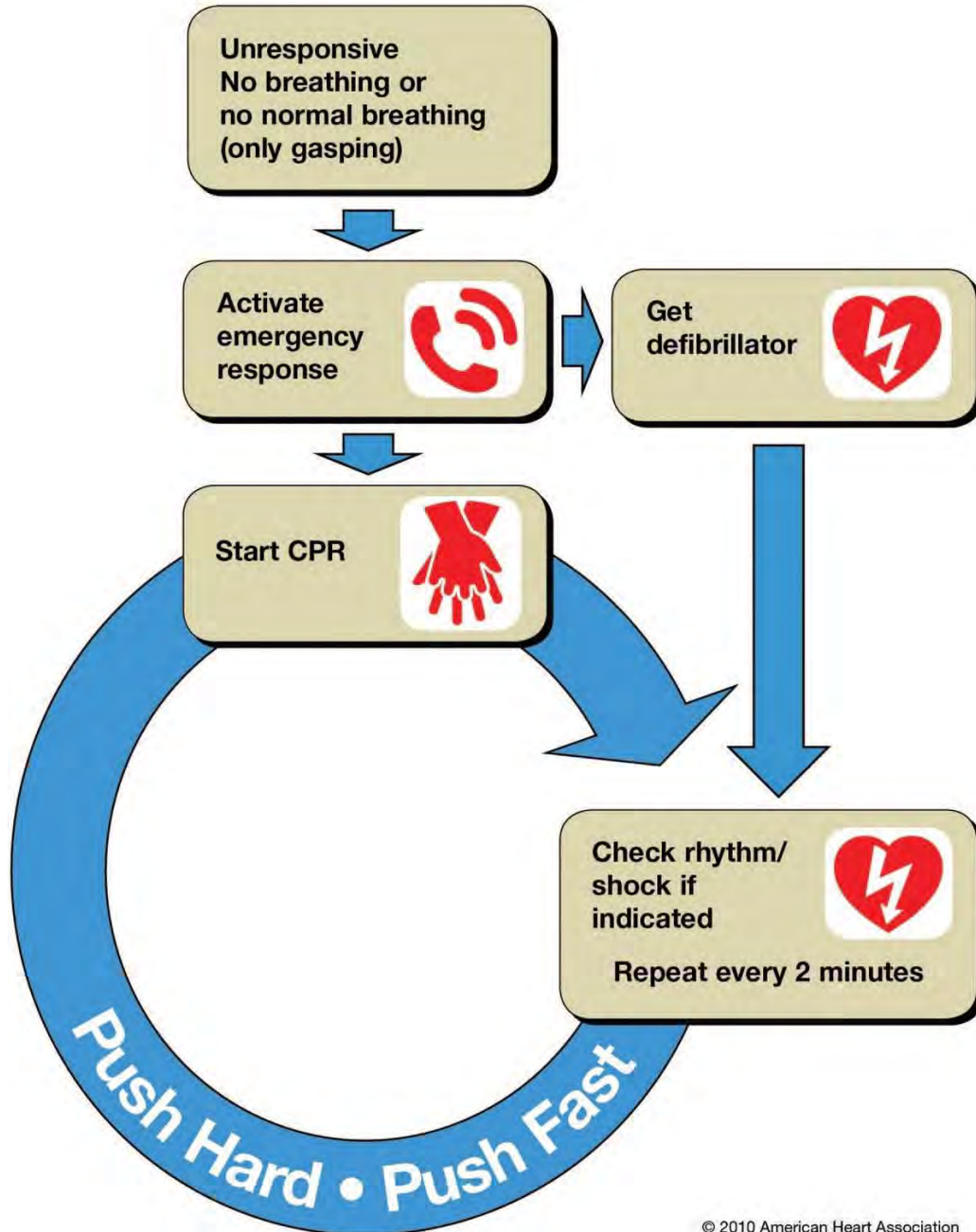
AED Location __Staff Lounge West Wall_____ AED Location _____

AED Location _____ AED Location _____

AED Location _____ AED Location _____

Tipton Elementary School CARDIAC EMERGENCY RESPONSE TEAM PROTOCOL

Simplified Adult BLS



The AED is located in the staff lounge on the west wall as soon as you enter the doorway.

3/30/2019

Automated External Defibrillator Program (AED) TESD APPROVED 06/06/2019

Ann Jarris, MD

7. ADMINISTRATIVE: Action items:

7.2 Approval of Authorized Signature

**ADD/REMOVE AUTHORIZED SIGNERS
FOR CALENDAR YEAR 2019**

TIPTON ELEMENTARY SCHOOL DISTRICT

To: Tulare County Superintendent of Schools
Attention: Shelly DiCenzo, Administrative Services

In accordance with Education Code Section 42633, the governing board of the above school district, following its annual organizational meeting in December 2018, filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name for calendar year 2019.

This school district wishes to add the name and signature of an officer or employee to its list of authorized signers and/or remove a person from the list.

The governing board of said district, at a regular/special meeting held on the 6th day of June 2019, authorize the following person(s), whose signature appears opposite his/her name below, to sign orders in the name of said governing board and/or authorize the removal of the person(s) named below:

ADD TO THE AUTHORIZED SIGNER LIST:

Type or Print Name Here:

Signature Here:

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |

REMOVE FROM THE AUTHORIZED SIGNER LIST:

Type or Print Name Here:

1. Jacob Munoz
2. _____
3. _____

All authorized signers will be included on one sheet following the December 2019 organizational meeting of this district.

BY ORDER OF THE GOVERNING BOARD OF THE
TIPTON ELEMENTARY SCHOOL DISTRICT

Date: June 6, 2019

By _____
Clerk or Secretary of the Board

7. ADMINISTRATIVE: Action items:

7.3 Agreement for Illuminate Education



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). "**Client Order**" means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). "**Documentation**" means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). "**Licensed Product(s)**" means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). "**Services**" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). "**Software**" means the Illuminate software programs described in the applicable Client Order.

(f). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("**Termination**").

(g). "**Third Party Software**" means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall

govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). "**License Grant.**" Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). "**User IDs.**" Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). "**Limitations.**" Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)

modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update,

adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to

("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or

consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: _____
Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: _____

CLIENT: Tipton Elementary
By: Stacey Bettercourt
Authorized Signature
Name: Stacey Bettercourt
Title: Superintendent
Date: 01/31/19

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Client Order

Q-37671



Illuminate Education

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 5/31/2019
Valid Through: 6/30/2019

Prepared By: Betty Flanary

Start Date: 7/1/2019
End Date: 6/30/2022
Quote Term: 36

Customer: Tipton Elementary
Address: 370 North Evans Road
Tipton, California 93272

Contact: Stacey Bettencourt
Phone:
Number of Schools: 1

Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
549	SUITE, Software License	SUITE Annual License	\$6.50	\$3,568.50
549	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$1,235.25
549	RapidResponse	5-6 Item assessments focusing on a single standard.	\$1.00	\$549.00
Year 1 TOTAL:				\$5,352.75

Year 2

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
549	SUITE, Software License	SUITE Annual License	\$6.70	\$3,678.30
549	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$1,235.25
549	RapidResponse	5-6 Item assessments focusing on a single standard.	\$1.00	\$549.00
Year 2 TOTAL:				\$5,462.55

Year 3

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
549	SUITE, Software License	SUITE Annual License	\$6.90	\$3,788.10
549	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$1,235.25
549	RapidResponse	5-6 Item assessments focusing on a single standard.	\$1.00	\$549.00
Year 3 TOTAL:				\$5,572.35

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

7. ADMINISTRATIVE: Action items:

7.4 Approval of Changes to Administrative Assistant
(Confidential) Job Description

TIPTON ELEMENTARY SCHOOL DISTRICT

TITLE: Administrative Assistant (Confidential)

CLASSIFICATION: Classified

REPORTS TO: Business Manager

WORK YEAR: 11 Months/235 days

Part Time – 5 hours a day

BOARD APPROVAL: 8/1/17

SALARY: Based on Administrative
Assistant Salary Schedule

BOARD AMMENDED

BASIC FUNCTION:

Performs a variety of staff duties to relieve an administrator of details relative to clerical procedures and methods, budget preparation and control, or other areas of the business operations of the organizational unit.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Assists the Business Manager by assuming responsibility for administrative details related to clerical procedures of a complex area of District operations by performing a combination of the following duties:

- Performs a variety of clerical and technical tasks.
- Develops and recommends procedures for the compilation, maintenance, and presentation of data and maintains data used to assist in the determination of policies, procedures, and programs.
- Supervises the installation and maintenance of complex clerical procedures, including the preparation of instructions, dissemination of information, and functional supervision of the implementation of the procedures.
- Compiles and assist in the preparation of the office budget and supporting data, maintains budget expenditure accounts, and recommends or initiates adjustments in accounts.
- Prepares correspondence, letter, meeting minutes, meeting agendas, memos, reports, surveys, newsletters, brochures, and other documents and communications as needed.
- Transcribes, types and maintains a variety of materials, including special confidential correspondence and administrative files.
- Process information regarding employee salaries and benefits as it relates to negotiations, and assists administration in preparing documents regarding negotiations and contract proposals.

- Routes to the Business Manager correspondence or communications warranting his/her attention and drafts replies for his/her review.
- Conducts special studies of clerical procedures, performance standards, office records, and related matters in order to advise business manager personnel maintains progress.
- Prepares requisitions and maintains records of office supplies and equipment and expenditures.
- Searches records and obtains information from other offices and agencies.
- May prepare or review employee time reports and maintain routine bookkeeping and payroll records.
- Obtains, interprets and provides information to staff, public and parents, concerning office functions, District policies, regulations and procedures.
- Assist in organization and maintenance of personnel files.
- Coordinates with Business Manager in placement of new employee in the payroll system.
- Work with Business Manager to maintain and update employee salary schedules.
- Performs all duties and responsibilities in a confidential manner.
- Maintains and prompt attendance in the workplace.
- Performs related duties as assigned.

KNOWLEDGE AND ABILITIES

- Legal foundation of school district operations, such as the Education Code and Title 5 of the Administrative Code
- Organization and functions of the Tipton Elementary School District
- District rules, administrative regulations, and general policies Office practices and procedures
- Payroll and budget preparation, regulations, and budget control.

ABILITY TO:

- Exercise discretion in the dissemination of information
- Interpret and clearly explain laws, rules, and policies

- Devise clerical and administrative procedures necessary to accomplish desired goals
- Speak and write English clearly and effectively
- Spell, punctuate, use correct grammar, and proofread
- Perform a variety of highly independent, complex and responsible secretarial, and clerical support services requiring independent judgment with speed and accuracy.
- Complete projects and tasks with minimal supervision and direction.
- Deal pleasantly and effectively with visitors, both in person and on the telephone in a wide variety of situations.
- Maintain accurate records
- Prepare and edit reports, bulletins, and other material
- Use computers with Microsoft operating systems and word processing and spreadsheet software
- Recognize and resolve problems related to computer user programs, equipment and basic network malfunctions

EDUCATION AND EXPERIENCE:

Graduation from a recognized college or university, preferably with a major in business or public administration. Additional experience in office management or analysis of procedures or financial data may be substituted for the required education on a year-for-year basis.

A. Four years of clerical experience including the compilation of data and implementation of procedures.

or

B. Two years as a staff assistant in a position requiring the maintenance of complex procedures involving the reporting of data.

or

C. One year of technical or administrative experience in collecting, analyzing, and reporting data or in the preparation, analysis, or adjustment of budgets.

LICENSES AND OTHER REQUIREMENTS:

Possession of a valid California Driver's license

WORKING ENVIRONMENT:

School Office Setting

PHYSICAL ABILITIES:

- Lifting and carrying moderately heavy objects
- Hearing and speaking to exchange information
- Bending at the waist, kneeling, and standing for extended periods of time
- Sit for extended periods of time
- Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
- See and read a computer screen and printed matter with or without vision aids.
- Dexterity of hands and finger to operate assigned equipment
- Lift and carry up to 25 lbs. at waist height for short period of time

7. ADMINISTRATIVE: Action items:

7.5 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 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.

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.

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.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (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
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (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
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
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)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (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
V. Classroom Notices			
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)

7. ADMINISTRATIVE: Action items:

7.6 Landscaping Project Change Order # 2

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 Office
(559) 627-1926 Fax

CHANGE ORDER

NO. 02

TO: Quality Landscape Construction
4055A E. Walnut Avenue
Visalia, CA 93292

DATE: May 22, 2019
CHANGE ORDER NO.: Two
PROJECT NO.: 1473b

PROJECT: Landscape Improvements at Tipton Elementary School
Tipton Elementary School District

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached Exhibit "A" for Description of Work.

TOTAL ADDS: \$10,545.00


TOTAL THIS CHANGE ORDER: \$10,545.00

Attachments: None

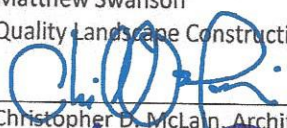
The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect to this change order.

The original Contract Sum was.....	\$298,000.00
Net change by previous Change Orders.....	\$-85,700.00
The Contract Sum prior to this Change Order was.....	\$212,300.00
The Contract Sum will be changed by this Change Order.....	\$10,545.00
The new Contract Sum including this Change Order will be.....	\$222,845.00

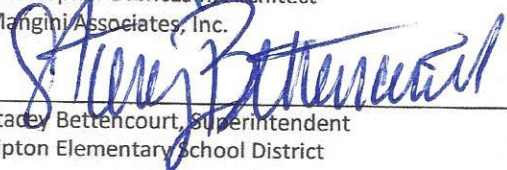
The Contract Time will be ~~(increased)~~ ~~(decreased)~~ **(unchanged) ZERO DAYS** (0) days
The Date of Completion as of the date of this Change Order therefore is July 3, 2019

Contractor: 
Matthew Swanson
Quality Landscape Construction

Date: 5/22/19

Architect: 
Christopher D. McLain, Architect
Mangini Associates, Inc.

Date: 5/30/2019

Owner: 
Stacy Bettencourt, Superintendent
Tipton Elementary School District

Date: 10/3/19

**CHANGE ORDER NO. 2
LANDSCAPE IMPROVEMENTS**

EXHIBIT "A"

Description of Work

<u>Item No. 1:</u>	BL #02: Add the off-site D.G., trees and irrigation back to the project scope of work (these were originally deleted by CO #1). Reason: Owner Request.	ADD \$9,550.00
<u>Item No. 2:</u>	BL #03: Provide a new irrigation backflow preventer between the domestic backflow and the booster pump (the irrigation water is not currently isolated from the domestic water). Reason: Field Condition.	ADD \$1,476.00
<u>Item No. 3:</u>	BL #04: Credit the irrigation work previously installed by the District. Reason: Field Condition.	DEDUCT (\$3,000.00)
<u>Item No. 4:</u>	BL #05: Install a new drain inlet on the north side of the existing walk, west of the hardcourts. Reason: Owner Request.	ADD \$2,519.00

TOTAL ADDS \$13,545.00
TOTAL DEDUCTS \$-3,000.00
TOTAL THIS CHANGE ORDER \$10,545.00

7. ADMINISTRATIVE: Action items:

- 7.7** Resolution #2018-2019-15 in the Matter of Spending Determination for Funds Received from the Education Protection Account for 2019-2020 Fiscal Year

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

In the Matter of the Spending Determination
for Funds Received from the Education
Protection Account pursuant to Article XIII,
Section 36 of the California Constitution
2019-20 Fiscal Year

RESOLUTION No. 2018-19-15

RECITALS

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

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

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct;
2. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent for the 2019-2020 fiscal year shall be made in open session of a public meeting of the governing board of Tipton Elementary School District;
3. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Tipton Elementary School District has determined to spend the monies received from the Education Protection Account for the 2019-2020 fiscal year as attached;
4. Upon finalizing financial data for the fiscal year, the District Superintendent, or designee, is hereby directed to immediately publish on the district's Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____
seconded by Trustee _____, at a regular meeting held on June 6, 2019, by the
following vote:

AYES:

NOES:

ABSENT:

I, Stacey Bettencourt, secretary of the governing board of the Tipton Elementary School District,
do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an
official and public meeting thereof, this 6th day of June, 2019.

Date: June 6, 2019

Secretary, Board of Trustees

2012-13 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Tipton Elementary

Expenditures through: June 30, 2020
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	756,807.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		756,807.00
EXPENDITURES AND OTHER FINANCING USES		
	Function Codes	
(Objects 1000-7999)		
Instruction	1000-1999	756,807.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		756,807.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

9. Any Other Business

9.1 Quarterly Board Policy Updates for May – Informational

POLICY GUIDE SHEET

May 2019

Page 1 of 3

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP/AR 0420.4 - Charter School Authorization

(BP/AR revised)

Policy updated to delete the legal cite for the Parent Empowerment Act, as the criteria for that program include the Academic Performance Index which is no longer calculated, and to delete the outdated legal cite for California Department of Education (CDE) standards for the identification of academically low-achieving students. Policy also reflects **NEW LAW (SB 126, 2019)** which requires charter schools to comply with the Brown Act, California Public Records Act, and other specified state laws governing transparency and public integrity, and **NEW LAW (AB 406, 2018)** which, for any charter petition submitted on or after July 1, 2019, prohibits the charter school from operating as or by a for-profit corporation or organization. Regulation updated to reflect **NEW LAW (AB 1747, 2018)** which requires that the charter petition include provisions for the development and annual update of a school safety plan.

BP/AR 1312.1 - Complaints Concerning District Employees

(BP/AR revised)

Policy updated to reflect a court decision which held that a district cannot bar criticism of employees at public board meetings, and to add referral of complainants to the appropriate complaint procedures when concerns are expressed at a board meeting or to an individual board member outside a board meeting. Policy includes material formerly in AR regarding reports against employees for child abuse or neglect, and adds circumstances under which complaints should be addressed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures or AR 4030 - Nondiscrimination in Employment. Policy also adds material related to the investigation of a complaint, including an anonymous complaint, and includes material formerly in AR regarding appeals to the board. Regulation reorganized and updated to require that complaints be made in writing and to add steps regarding the investigation of the complaint and the notification of the complainant and employee regarding the final decision.

BP/AR 3250 - Transportation Fees

(BP/AR revised)

Policy updated to reference types of transportation services, in addition to home-to-school transportation, for which fees may be charged. The basis for establishing the amount of the fee deleted in BP since it is addressed in AR. Policy also adds material formerly in AR regarding (1) criteria for determining exemption of transportation fees based on financial need and (2) board certification to the county superintendent of schools that fees have been levied in accordance with law. Regulation reorganized to describe the types of transportation services for which fees are allowed, the amount of the fee, and then exemptions from fees. Material regarding the establishment of fees revised to reflect current practice which is no longer based on the Superintendent of Public Instruction's determination of the statewide average nonsubsidized cost of providing transportation on a publicly owned or operated transit system.

BP 3510 - Green School Operations

(BP revised)

Policy expands best practices for environmental accountability in district programs and operations, including involvement of staff at all levels, use of least toxic pest management practices, compliance with green building standards in any new construction, acquisition of reduced or zero emission school buses, limitation of unnecessary idling of school buses or personal vehicles, implementation of green practices in the district's food services program, and use of green school activities as tools for student learning.

POLICY GUIDE SHEET

May 2019

Page 2 of 3

BP/AR 3511 - Energy and Water Management

(BP/AR revised)

Policy and regulation updated to reflect recommendations in **NEW STATE GUIDANCE** from CDE, the Division of the State Architect in the Department of General Services, and the State Water Resources Control Board. Policy also deletes green school strategies duplicated in other policies, and adds coordination with local and regional entities to share expertise and resources. Section on "Storm Water Management" deletes specific requirements for "nontraditional MS4 entities" that are subject to the General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems, and clarifies that districts may also be subject to the Construction General Permit and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities. Section on "Emergency Interruption of Services" contains material formerly in AR. Regulation expands components of the district's resource management program to include strategies related to outdoor spaces, drought-tolerant habitats, and equipment maintenance and repair. Regulation also adds new section on "Storm Water Management" with examples of best practices and adds new material related to the emergency interruption of services.

AR 3514 - Environmental Safety

(AR revised)

Regulation updated to reflect **NEW LAW (AB 2453, 2018)** which (1) authorizes state facilities modernization grants to be used to update air filtration systems and (2) authorizes districts and schools in communities with a high cumulative exposure to toxic air contaminants to work with air districts and to be eligible for a grant to implement air quality mitigation efforts. Regulation also reflects the July 1, 2019 deadline for completing testing for lead in the drinking water of any school constructed before January 1, 2010, and **NEW LAW (AB 2370, 2018)** which requires a licensed child care center that is located in a building constructed before January 1, 2010 to have its drinking water tested for lead contamination.

BP/AR 3540 - Transportation

(BP revised; AR deleted)

Policy updated to include material formerly in AR regarding the means of transportation, contracts for transportation services, and the option to pay parents/guardians their actual and necessary expenses in transporting the student. Policy also addresses (1) the district's authority to require families to pay a transportation fee, with specified exceptions; (2) the district's authority to transport students without parent/guardian permission when evacuation of students is necessary for their safety; and (3) the installation of a global positioning system on school buses to enhance safety and provide real-time location data. Regulation deleted and key concepts moved to BP.

BP 4119.22/4219.22/4319.22 - Dress and Grooming

(BP revised)

Policy updated to reflect laws which allow employees to appear and dress in a manner consistent with their gender identity, gender expression, or religious creed. Policy also adds material regarding the communication of the district's dress and grooming policy to employees.

BP 5131.2 - Bullying

(BP revised; AR added)

Policy updated and regulation added to reflect **NEW LAW (AB 2291, 2018)** which mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. Regulation includes material formerly in BP re: bullying prevention measures, staff development, student instruction, reporting, and corrective actions. Regulation also adds definition of bullying and examples of behaviors that may constitute bullying and cyberbullying, and reflects CDE's online training module on bullying developed pursuant to AB 2291.

POLICY GUIDE SHEET

May 2019

Page 3 of 3

BP/AR 5132 - Dress and Grooming

(BP/AR revised)

Policy updated to address communication of the dress code to students and staff; grant enforcement authority to the principal or designee; prohibit discriminatory enforcement of the dress code, including, but not limited to, discrimination based on gender identity, gender expression, or religious or cultural observance; and address disciplinary action for repeated violations or refusal to comply with the dress code. Policy also provides that the determination of specific items of clothing defined as gang apparel shall be free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics. Regulation updated to provide general, gender-neutral guidelines for the dress code that may be revised to reflect district practice; add circumstances under which the dress code should be modified for classes, activities, or individual students; and call for collaboration with law enforcement agencies to update definitions of gang-related apparel.

BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction

(BP/AR revised)

Policy updated to more directly reflect the goals of the California Healthy Youth Act, incorporate the legal requirement for districts whose graduation requirements include completion of a health education course to include instruction on the affirmative consent standard, and reflect **NEW LAW (SB 1104, 2018)** which requires districts offering grades 6-12 to provide information on human trafficking prevention resources to parents/guardians by January 1, 2020. Policy also adds timeline for notification to parents/guardians that they may request to excuse their child from comprehensive sexual health and HIV prevention education. Regulation updated to reflect **NEW LAW (AB 1861, 2018)** which requires that comprehensive sexual health education include specified information regarding human trafficking, and **NEW LAW (AB 1868, 2018)** which authorizes instruction regarding the potential risks and consequences of electronically sharing suggestive or sexually explicit materials. Section on "Professional Development" updated to reflect a legal requirement to provide periodic staff development regarding sexual abuse and human trafficking.

BP 6142.6 - Visual and Performing Arts Education

(BP revised)

Policy updated to reflect revised content standards for visual and performing arts, including media arts, adopted by the State Board of Education in January 2019. Policy incorporates the philosophical foundation, lifelong goals, and artistic processes upon which the state standards are based.

BP 6146.1 - High School Graduation Requirements

(BP revised)

Policy includes minor revision to clarify that immigrant students enrolled in a newcomer program in grades 11-12 may be eligible for an exemption from locally established graduation requirements, regardless of whether they transferred between schools after the completion of the second year of high school.

CHARTER SCHOOL AUTHORIZATION

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

One or more persons may submit a petition for a start-up charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

Approval of Petition

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving. (Education Code 47605)

CHARTER SCHOOL AUTHORIZATION (continued)

The Board shall verify that any approved charter contains adequate processes and measures for holding the school accountable for complying with applicable law, including Education Code 47604.1, and for fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the California Department of Education, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall deny any charter petition that:

1. Proposes to operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
2. Authorizes the conversion of a private school to a charter school (Education Code 47602)
3. Proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

CHARTER SCHOOL AUTHORIZATION (continued)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

Legal Reference: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference:

EDUCATION CODE

200 *Equal rights and opportunities in state educational institutions*

220 *Nondiscrimination*

17078.52-17078.66 *Charter schools facility funding; state bond proceeds*

17280-17317 *Field Act*

17365-17374 *Field Act, fitness for occupancy*

32282 *Comprehensive safety plan*

33126 *School Accountability Report Card*

41365 *Charter school revolving loan fund*

42238.51-42238.2 *Funding for charter districts*

44237 *Criminal record summary*

44830.1 *Certificated employees, conviction of a violent or serious felony*

45122.1 *Classified employees, conviction of a violent or serious felony*

46201 *Instructional minutes*

47600-47616.7 *Charter Schools Act of 1992*

47640-47647 *Special education funding for charter schools*

47650-47652 *Funding of charter schools*

49011 *Student fees*

51745-51749.6 *Independent study*

52052 *Accountability: numerically significant student subgroups*

52060-52077 *Local control and accountability plan*

56026 *Special education*

56145-56146 *Special education services in charter schools*

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

Legal Reference continued: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference: (continued)

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

3540-3549.3 Educational Employment Relations Act

6250-6270 California Public Records Act

54950-54963 Ralph M. Brown Act

81000-91014 Political Reform Act of 1974

CODE OF REGULATIONS, TITLE 5

11700.1-11705 Independent study

11960-11968.5.5 Charter schools

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

Opinion No. 11-201 (2018)

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

Management Resources:

CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

WEB SITES

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

California Charter Schools Association: <http://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

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

CHARTER SCHOOL AUTHORIZATION

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code 220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals

CHARTER SCHOOL AUTHORIZATION (continued)

identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of the charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.
3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

CHARTER SCHOOL AUTHORIZATION (continued)

5. The qualifications to be met by individuals to be employed by the charter school.
6. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:
 - a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.
 - b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(H) and procedures for conducting tactical responses to criminal incidents.
 - c. The charter school's safety plan shall be reviewed and updated by March 1 each year.
7. The means by which the charter school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.

CHARTER SCHOOL AUTHORIZATION (continued)

13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:
 - a. Designation of a responsible entity to conduct closure-related activities
 - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
 - c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
 - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity

CHARTER SCHOOL AUTHORIZATION (continued)

- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the charter school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

- 1. The facilities to be used by the charter school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

- 2. The manner in which administrative services of the charter school are to be provided
- 3. Potential civil liability effects, if any, upon the charter school and district
- 4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

CHARTER SCHOOL AUTHORIZATION (continued)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

The Governing Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

(cf. 9323 - Meeting Conduct)

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 - Nondiscrimination in Employment.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3555 - Nutrition Program Compliance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4144/4244/4344 - Complaints)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

The Board prohibits retaliation against complainants.

Appeals

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

(cf. 9130 - Board Committees)

If the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with Government Code 54957 unless the employee requests that it be heard in open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9323 - Meeting Conduct)

The Board's decision shall be final.

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

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

Legal Reference: (see next page)

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

Legal Reference:

EDUCATION CODE

33308.1 *Guidelines on procedure for filing child abuse complaints*

35146 *Closed sessions*

44031 *Personnel file contents and inspection*

44811 *Disruption of public school activities*

44932-44949 *Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)*

48987 *Child abuse guidelines*

GOVERNMENT CODE

54957 *Closed session; complaints re employees*

54957.6 *Closed session; salaries or fringe benefits*

PENAL CODE

273 *Cruelty or unjustifiable punishment of child*

11164-11174.3 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

300 *Minors subject to jurisdiction of juvenile court*

COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

Every effort should be made to resolve complaints regarding district employees at the earliest possible stage. Any person who complains about a district employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible.

If a complainant is unable or unwilling to resolve the complaint directly with the employee, the complainant may submit a written complaint to the principal or other immediate supervisor of the employee. Complaints related to a principal or district administrator shall be initially filed in writing with the Superintendent or designee. If the complainant is unable to prepare the complaint in writing, administrative staff shall provide assistance in the preparation of the complaint.

A written complaint shall include the full name of the employee involved, a brief but specific summary of the complaint and the facts surrounding it, and a description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. When a written complaint is received, the employee who is the subject of the complaint shall be notified within five days or in accordance with the collective bargaining agreement.
2. The principal or other immediate supervisor of the employee shall investigate and attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. A complaint against a school or district administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant, or witnesses as necessary and/or a review any documentation relevant to the complaint.
3. Both the complainant and employee shall be notified in writing of the final decision regarding the resolution of the complaint.
4. Either the complainant or the employee against whom the complaint was made may appeal the decision. A decision by the principal or immediate supervisor may be appealed to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. Either the complainant or the employee may appeal the Superintendent's decision to the Governing Board.
5. If the decision is appealed to the Board, the Superintendent or designee shall submit to the Board the following information:
 - a. The full name of each employee involved

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

- b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
- c. A copy of the signed original complaint
- d. A summary of the action taken by the Superintendent or designee and the reasons that the problem has not been resolved

TRANSPORTATION FEES

Whenever the cost of providing student transportation exceeds funding provided by the state, the Governing Board may charge fees for home-to-school student transportation and other transportation services as expressly authorized by law.

(cf. 3260 - Fees and Charges)

(cf. 3540 - Transportation)

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval.

The transportation fee shall be waived for students with demonstrated financial need in accordance with Education Code 39807.5. Eligibility for free transportation based on financial need shall be determined in accordance with the income eligibility scales used for the free and reduced-price lunch program.

(cf. 3553 - Free and Reduced Price Meals)

In addition, no charge shall be made for any transportation of a 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. 3541.2 - Transportation for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

The Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Legal Reference: (see next page)

TRANSPORTATION FEES (continued)

Legal Reference:

EDUCATION CODE

10900-10914.5 *Community recreation program, especially:*

10913 *Fees for uses of school buses for community recreation purposes*

35330 *Excursions or field trips*

39800-39860 *Transportation, especially:*

39801.5 *Transportation fees for adults*

39807.5 *Payment of transportation cost; amount of payment*

39809.5 *Excess fees; adjustments*

39837 *Fees for summer employment transportation*

41850 *Home-to-school and special education transportation*

49014 *Public School Fair Debt Collection Act*

49557-49558 *Applications for free and reduced-price meals*

56026 *Individuals with exceptional needs*

CODE OF REGULATIONS, TITLE 5

350 *Fees not permitted*

COURT DECISIONS

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

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

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>

TRANSPORTATION FEES

When approved by the Governing Board, the district may charge transportation fees for students traveling to and from school. (Education Code 39807.5)

(cf. 3540 - Transportation)

(cf. 3541 - Transportation Routes and Services)

With Board approval, the district may also charge transportation fees for:

1. Participants in a community recreation program offered pursuant to Education Code 10900-10914.5 (Education Code 10913, 39835)
2. Students traveling between the regular full-time schools they would attend and the regular full-time occupational classes provided by a regional occupational center or program (ROC/P) (Education Code 39807.5)

(cf. 6178.2 - Regional Occupational Center/Program)

3. Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)
4. Students traveling to and from their places of employment during the summer in connection with a summer employment program for youth (Education Code 39837)

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 10913, 39801.5, 39809.5, 39837)

Bus passes and tickets shall be sold at all district schools and at the district office. No money shall be collected on school buses.

Exemption from Fees

Upon enrollment and at the beginning of each school year, parents/guardians shall receive information about income eligibility standards and application procedures for a waiver of the transportation fee. All applications and related records shall be confidential and used only for the purpose of determining a student's eligibility for a fee waiver.

(cf. 3553 - Free and Reduced Price Meals)

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

(cf. 5125 - Student Records)

TRANSPORTATION FEES (continued)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

GREEN SCHOOL OPERATIONS

The Governing Board believes everyone has a responsibility to be a steward of the environment and desires to integrate environmental accountability into all district programs and operations. The Superintendent or designee shall develop strategies to promote district use of "green" school principles and practices in order to conserve natural resources, reduce the impact of district operations on the environment, and protect the health of students, staff, and the community.

In developing such strategies and assessing the environmental conditions in district facilities and operations, the Superintendent or designee shall involve staff at all levels and with varying job responsibilities, including administrators, certificated staff, and classified staff. As appropriate, the Superintendent or designee may also consult with health professionals; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; and/or others with expertise.

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 7131 - Relations with Local Agencies)

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to long-term potential cost savings, initial costs, feasibility of implementation, quality and performance of the product or service, health impacts, environmental considerations, and potential educational value.

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

District strategies may include, but are not limited to:

1. Reducing energy and water consumption, and using renewable and clean energy technologies and alternatives when available

(cf. 3511 - Energy and Water Management)

2. Establishing recycling programs in district facilities

(cf. 3511.1 - Integrated Waste Management)

3. Reducing the consumption of disposable materials by reusing materials and by using electronic rather than paper communications when feasible

4. Using environmentally preferable products and services whenever practical, including, but not limited to, products that:

- a. Minimize environmental impacts, toxins, pollutants, odors, and hazards

GREEN SCHOOL OPERATIONS (continued)

- b. Contain postconsumer recycled content
- c. Are durable and long-lasting
- d. Conserve energy and water
- e. Reduce waste

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 5141.23 - Asthma Management)

- 5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals
- 6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies

(cf. 4231 - Staff Development)

- 7. Using effective, least toxic pest management practices for the control and management of pests

(cf. 3514.2 - Integrated Pest Management)

- 8. Ensuring that any construction of new facilities complies with green building standards pursuant to 24 CCR 101.1-703.1, and focusing on sustainability and student health in the design and implementation of facilities modernization projects

(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

- 9. Reducing vehicle emissions by:
 - a. Encouraging students to walk or bicycle to school or to use district or public transportation

(cf. 5142.2 - Safe Routes to School Program)

- b. Using reduced or zero emission school buses and vehicles and providing accompanying infrastructure such as charging stations

(cf. 3540 - Transportation)

GREEN SCHOOL OPERATIONS (continued)

- c. Limiting unnecessary idling of school buses in accordance with 13 CCR 2480
 - d. Limiting unnecessary idling of personal vehicles by encouraging parents/guardians, through signage or other means of communication, to turn off their vehicles when parked on and around school grounds
10. Implementing green school practices in the district's food service programs by:
- a. Providing fresh, locally sourced, unprocessed, organic food, including plant-based options, when available
 - b. Reducing food packaging and using packaging that is recyclable and/or biodegradable
 - c. Utilizing reusable products
 - d. Encouraging zero-waste lunches when food is brought from home
 - e. Maintaining a system for food waste, such as composting
 - f. Providing sharing tables where unused cafeteria food items may, in accordance with Health and Safety Code 114079, be returned for student use or donated to a food bank or other nonprofit charitable organization

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

11. Integrating green school practices and activities into the educational program by providing instruction to students on the importance of the environment, involving students in the implementation and evaluation of green school activities and projects as appropriate, and utilizing green school activities and projects as learning tools

(cf. 6142.5 - Environmental Education)

Legal Reference: (see next page)

GREEN SCHOOL OPERATIONS (continued)

Legal Reference:

EDUCATION CODE

8700-8707 *Environmental education*

17070.96 *Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards*

17072.35 *New construction grants; use for designs and materials for high performance schools*

17608-17614 *Healthy Schools Act of 2000*

32370-32376 *Recycling paper*

33541 *Environmental education*

101012 *Kindergarten through 12th grade school facilities program*

FOOD AND AGRICULTURAL CODE

13180-13188 *Healthy Schools Act of 2000*

HEALTH AND SAFETY CODE

114079 *General food safety requirements; unused or returned food*

PUBLIC CONTRACT CODE

12400-12404 *Environmentally preferable purchasing*

PUBLIC RESOURCES CODE

25410-25422 *Energy conservation assistance*

40050-40063 *Integrated waste management act*

42630-42647 *Schoolsite source reduction and recycling assistance program*

CODE OF REGULATIONS, TITLE 2

1859.70.4 *Funding for high performance incentive grants*

1859.71.6 *Additional grant for high performance incentive, new construction*

1859.77.4 *Additional grants for high performance incentive, site and modernization*

CODE OF REGULATIONS, TITLE 5

14010 *Standards for school site selection*

CODE OF REGULATIONS, TITLE 13

2480 *Limitation to school bus idling and idling at schools*

CODE OF REGULATIONS, TITLE 24

101.1-703.1 *Green building standards*

Management Resources:

CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS

School Bus Fleet Webinar, April 20, 2018

COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS

CHPS Best Practices Manual

GLOBAL GREEN USA PUBLICATIONS

Healthier, Wealthier, Wiser: A Report on National Green Schools

GREEN SCHOOLS INITIATIVE PUBLICATIONS

Green Schools Buying Guide

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS

The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008

Management Resources continued: (see next page)

GREEN SCHOOL OPERATIONS (continued)

Management Resources: (continued)

WEB SITES

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

California Air Resources Board: <http://www.arb.ca.gov>

California Department of General Services, Green California: <http://www.green.ca.gov>

California Energy Commission: <http://www.energy.ca.gov>

Collaborative for High Performance Schools: <http://www.chps.net>

Global Green USA: <http://www.globalgreen.org>

Green Schools Initiative: <http://www.greenschools.net>

Healthy Schools Campaign: <http://www.healthyschoolscampaign.org/programs/gcs>

U.S. Environmental Protection Agency: <http://www.epa.gov>

U.S. Green Building Council, LEED Green Building Rating System: <http://www.usgbc.org>

ENERGY AND WATER MANAGEMENT

The Governing Board recognizes the environmental and financial benefits that can be derived from conserving energy, water, and other natural resources, preparing for extreme weather and other natural events, and providing an environment that promotes the health and well-being of students and staff. To support district goals for energy and water management, the Superintendent or designee shall develop a resource management program which may include strategies for implementing effective and sustainable resource use practices, exploring the use of renewable and clean energy technology and/or sources, reducing energy and water consumption, and promoting conservation principles in the educational program.

(cf. 0200 - Goals for the School District)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

(cf. 3512 - Equipment)

(cf. 6142.5 - Environmental Education)

The Superintendent or designee may solicit input from staff, students, and parents/guardians regarding the district's resource management program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, and may establish a reward program to recognize outstanding accomplishments.

(cf. 1150 - Commendation and Awards)

The Superintendent or designee shall regularly inspect district facilities, monitor operations, and make recommendations for maintenance and repairs which may help the district reach its conservation and management goals and improve efficiency.

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals. The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.

(cf. 1330.1 - Joint Use Agreements)

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

The Superintendent or designee shall regularly report to the Board on the district's progress in meeting its conservation and resource management goals.

ENERGY AND WATER MANAGEMENT (continued)

Storm Water Management

To the maximum extent practicable, the district shall reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff.

The Superintendent or designee shall ensure that the district complies with storm water discharge standards specified by any applicable General Permit coverage required by law, including all requirements of the Construction General Permit issued by the State Water Resources Control Board for any project that disturbs one acre or more of soil. (40 CFR 122.34).

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall develop a storm water management plan that complies with the provisions of the applicable permit and describes best management practices, design strategies, measurable goals, and timetables for implementation. The plan and a resolution authorizing its implementation shall be submitted to the Board for approval. (40 CFR 122.34)

For all projects, the district shall comply with any city or county ordinance that regulates drainage improvements and conditions. (Government Code 53097)

Emergency Interruption of Services

The Superintendent or designee shall develop a plan to minimize disruption to the educational program in the event of power outages or other emergency interruption of utility services. The plan shall include actions to be taken to facilitate student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and emergency personnel and utility service providers.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)

Legal Reference: (see next page)

ENERGY AND WATER MANAGEMENT (continued)*Legal Reference:*EDUCATION CODE

17213.1 School sites

17280 Construction of school buildings

35275 Coordination of new facilities with recreation and park authorities

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

GOVERNMENT CODE

53097 Local agencies

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE

189.3 Recommendations for best design and use practices

13383 Compliance with the federal Water Pollution Control Act

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

490-495 Model Water Efficient Landscape Ordinance

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSGuidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015Average Daily Attendance Credit During Periods of Emergency, Management Advisory 90-01, rev. February 10, 2005CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONSGuidance for Design and Construction of Vegetated Low Impact Development Projects, 2016U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONSNational Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005WEB SITESCSBA: <http://www.csba.org>Alliance to Save Energy: <http://www.ase.org>California Department of Education, Facilities: <http://www.cde.ca.gov/lr/fa>California Department of Water Resources: <https://water.ca.gov>California Division of State Architect: <https://www.dgs.ca.gov/DSA>California Energy Commission: <http://www.energy.ca.gov>California State Water Resources Control Board: <http://www.swrcb.ca.gov>California Stormwater Quality Association: <https://www.casqa.org/resources>Collaborative for High Performance Schools (CHPS): <https://chps.net>Green School Yards America: <http://www.greenschoolyards.org>U.S. Environmental Protection Agency: <http://www.epa.gov>

ENERGY AND WATER MANAGEMENT

In the development of the district's energy and water resource management program, the Superintendent or designee shall analyze the efficiency and environmental impact of, and consider strategies for improving, the following district systems:

1. Lighting
2. Heating, ventilation, and air conditioning
3. Water heaters
4. Electrical equipment and appliances
5. Water use and irrigation, including drains, faucets, and pipes
6. Grounds management

(cf. 7111 - Evaluating Existing Buildings)

In addition, the district's resource management program may include strategies to address the following:

1. Educational programs that focus on environmental literacy and incorporate the Next Generation Science Standards

(cf. 6142.5 - Environmental Education)

(cf. 6142.93 - Science Instruction)

2. Outdoor student facilities that are environmentally sustainable and include increased shaded areas to reduce playground temperatures

(cf. 5141.7 - Sun Safety)

3. Classroom and building management and maintenance
4. Food services and food waste reduction

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

5. Landscaping practices, including establishing drought-tolerant habitats
6. Transportation services and maintenance

(cf. 3540 - Transportation)

ENERGY AND WATER MANAGEMENT (continued)

7. Inclusion of best practices for water management in new construction projects

(cf. 7110 - Facilities Master Plan)

8. Administrative operations that focus on cost reduction and conservation

(cf. 3400 - Management of District Assets/Accounts)

9. Regular equipment maintenance and repair

(cf. 3512 - Equipment)

Storm Water Management

The Superintendent or designee shall implement a storm water management plan that complies with applicable state and federal law and local ordinances. The plan shall include best practices designed to reduce waste, pollution, environmental degradation, and damage to school facilities and infrastructure by:

1. Incorporating water capture and filtration systems for storm water when necessary
2. Emphasizing school practices and school design that reduce runoff and human pollutants, such as plastics, oils, grease, metals, and pesticides
3. Preserving, creating, and enhancing natural areas and greenspace that aid in storm water and dry weather capture
4. Minimizing impervious surface area and controlling runoff from impervious surfaces
5. Utilizing, when possible, soils that promote infiltration
6. Incorporating storm water design signage features and learning opportunities for public education

Emergency Interruption of Services

The Superintendent or designee shall consult with local law enforcement, emergency personnel, and the county office of emergency services in the development of strategies to be implemented in the event of power outages or other emergency interruptions of utility services. The strategies shall prescribe a means of notifying appropriate agencies to ensure all utilities are properly restored after interruption.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

ENERGY AND WATER MANAGEMENT (continued)

The Superintendent or designee shall reopen schools and return to normal instructional activities as soon as safe operations can be resumed. If any school will be closed for an extended period of time, the district shall make alternative arrangements for students and staff so as not to interrupt the educational program.

The Superintendent or designee shall communicate with staff, students, and parents/guardians regarding any interruption of educational services due to utility service outages, including any necessary alternative arrangements and the date or time that normal operations of the school are expected to resume.

(cf. 1100 - Communication with the Public)

(cf. 3516.5 - Emergency Schedules)

ENVIRONMENTAL SAFETY

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the following strategies shall be implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

- Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.
2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew and prevent accidents due to unsafe conditions. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
 3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.

ENVIRONMENTAL SAFETY (continued)

4. Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)

(cf. 3514.2 - Integrated Pest Management)

5. A carbon monoxide detector or alarm shall be installed in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace, unless otherwise exempted by state law or regulations. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair activities that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms, school buses, or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

ENVIRONMENTAL SAFETY (continued)

Outdoor Air Quality

The Superintendent or designee may coordinate with the local air resources control board and monitor local health advisories and outdoor air quality alerts to obtain forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever a forecast indicates a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Reduction of Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Any school bus that is diesel-fueled, dual-fueled, or alternative diesel-fueled and has a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water Safety

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained, to ensure that drinking water consumed at school does not contain dirt, mold, lead, or other impurities or contaminants that may cause serious health concerns.

ENVIRONMENTAL SAFETY (continued)

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate any potential problem to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water or on-site water filtration, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

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

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to shut down and make inoperable any fountains or faucets where excess lead levels may exist.

Prevention of Lead Exposure

In addition to testing for the presence of lead in drinking water in district schools, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. School facilities shall be kept as dust-free and clean as possible.
2. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
3. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
4. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
5. Soil with low lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.

Any action to abate existing lead hazards shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

ENVIRONMENTAL SAFETY (continued)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Prevention of Mercury Exposure

The Superintendent or designee shall identify any mercury-containing products that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing building materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing building materials as necessary in accordance with the following:

ENVIRONMENTAL SAFETY (continued)

- a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing building materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
 3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84, 763.90)

ENVIRONMENTAL SAFETY (continued)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing building materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing building materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

TRANSPORTATION

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

(cf. 3100 - Budget)
(cf. 3541 - Transportation Routes and Services)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 5116.1- Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services.

(cf. 3510 - Green School Operations)

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

(cf. 3311 - Bids)
(cf. 3312 - Contracts)

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

(cf. 3250 - Transportation Fees)

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

TRANSPORTATION (continued)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 5131.1 - Bus Conduct)

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference: (see next page)

TRANSPORTATION (continued)

Legal Reference:

EDUCATION CODE

35330 *Excursions and field trips*

35350 *Authority to transport pupils*

39800-39860 *Transportation, especially:*

39800 *Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"*

39801 *Contract with County Superintendent of Schools to provide transportation*

39802-39803 *Bids and contracts for transportation services*

39806 *Payments to parents in lieu of transportation*

39807 *Food and lodging payments in lieu of transportation*

39807.5 *Transportation fees*

39808 *District transportation of private school students*

41850-41854 *Allowances for transportation*

41860-41862 *Supplemental allowances for transportation*

45125.1 *Criminal background checks for contractors*

52311 *Regional occupational centers, transportation*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

PENAL CODE

637.7 *Electronic tracking devices*

VEHICLE CODE

2807 *School bus inspection*

CODE OF REGULATIONS, TITLE 5

14100-14103 *Use of school buses and school pupil activity buses*

15240-15343 *Allowances for student transportation, especially:*

15253-15272 *District records related to transportation*

CODE OF REGULATIONS, TITLE 13

2025 *Retrofitting of diesel school buses*

COURT DECISIONS

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

All Personnel

BP 4119.22(a)

4219.22

DRESS AND GROOMING

4319.22

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 0415 - Equity)

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

(cf. 4112.21/4212.21/4312.21 - Professional Standards)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

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

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

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

(cf. 4030 - Nondiscrimination in Employment)

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

In addition, the district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Legal Reference: (see next page)

DRESS AND GROOMING (continued)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12926 Definitions

12940 Unfair employment practices

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

Transgender Rights in the Workplace

WEB SITES

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

Public Employment Relations Board: <http://www.perb.ca.gov>

BULLYING

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

(cf. 5131 - Conduct)
(cf. 5136 - Gangs)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 - Uniform Complaint Procedures)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

BULLYING (continued)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources: (see next page)

BULLYING (continued)*Management Resources:*CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSBullying Module

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

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

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

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

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

Guidance to America's Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/l/s/ss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <https://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <https://casel.org>

Common Sense Media: <http://www.common sense media.org>

National School Safety Center: <http://www.schoolsafety.us>

Partnership for Children and Youth: <https://www.partnerforchildren.org>

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

BULLYING

Definitions

Bullying is an unwanted, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and involves repetition or potential repetition of a deliberate act.

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying, such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

BULLYING (continued)

2. Providing to students, through student handbooks and other age-appropriate means, information about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias
5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall make the California Department of Education's online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed

BULLYING (continued)

5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee

BULLYING (continued)

who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

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

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate,

BULLYING (continued)

implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

(cf. 5141.52 - Suicide Prevention)

DRESS AND GROOMING

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothing that is suitable for the school activities in which they participate. Students shall not wear clothing that presents a health or safety hazard or is likely to cause a substantial disruption to the educational program.

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

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

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 5145.2 - Freedom of Speech/Expression)

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

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

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

(cf. 5144 - Discipline)

DRESS AND GROOMING (continued)

Gang-Related Apparel

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

Uniforms

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

The Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

Legal Reference: (see next page)

DRESS AND GROOMING (continued)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

COURT DECISIONS

Jacobs v. Clark County School District, (2008) 26 F. 3d 419

Harper v. Poway Unified School District, (2006) 445 App. 3d 166

Marvin H. Jeglin et al v. San Jacinto Unified School District et al. (C.D. Cal. 1993)

827 F.Supp. 1459

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

Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562

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

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

DRESS AND GROOMING

In cooperation with teachers, students, and parents/guardians, the principal or designee may establish school rules governing student dress and grooming which are consistent with law, Board policy, and administrative regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

The following guidelines shall apply to all regular school activities:

1. Clothing, jewelry, and personal items shall be free of writing, pictures, or any other insignia which is vulgar, lewd, obscene, profane, or sexually suggestive or which promotes the use of alcohol, drugs, tobacco, or other illegal activity.
2. Appropriate shoes must be worn at all times.
3. Hats, caps, and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments. See-through tops and bare abdomens are prohibited.

The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. In addition, the principal or designee may impose dress requirements to accommodate the needs of special school activities, physical education classes, athletic activities, and other extracurricular and cocurricular activities.

(cf. 3260 - Fees and Charges)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

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

Students shall be allowed to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

(cf. 5141.7 - Sun Safety)

DRESS AND GROOMING (continued)

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff, and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received. As necessary, the school shall collaborate with law enforcement agencies to update definitions of gang-related apparel.

Uniforms

In schools that require a schoolwide uniform, the principal, staff, and parents/guardians of the school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall also be informed of their right to have their child exempted.

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall address the goals of the California Healthy Youth Act pursuant to Education Code 51930-51939, including providing students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote students' understanding of sexuality as a normal part of human development and their development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.

(cf. 5030 - Student Wellness)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

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

(cf. 6142.8 - Comprehensive Health Education)

The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

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

(cf. 6143 - Courses of Study)

The district's comprehensive sexual health education program shall include information on the affirmative consent standard. *Affirmative consent* is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

The Superintendent or designee shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

Parent/Guardian Consent

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

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

(cf. 5022 - Student and Family Privacy Rights)

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

Legal Reference:

EDUCATION CODE

220 *Prohibition of discrimination*

33544 *Inclusion of sexual harassment and violence in health curriculum framework*

48980 *Notice at beginning of term*

49381 *Human trafficking prevention resources*

51202 *Instruction in personal and public health and safety*

51210.8 *Health education curriculum*

51225.36 *Instruction in sexual harassment and violence; districts that require health education for graduation*

51240 *Excuse from instruction due to religious beliefs*

51513 *Test, questionnaire, survey, or examination containing questions about beliefs or practices*

51930-51939 *California Healthy Youth Act*

51950 *Abuse, sexual abuse, and human trafficking prevention education*

67386 *Student safety; affirmative consent standard*

HEALTH AND SAFETY CODE

1255.7 *Parents surrendering physical custody of a baby*

PENAL CODE

243.4 *Sexual battery*

261.5 *Unlawful sexual intercourse*

271.5 *Parents voluntarily surrendering custody of a baby*

UNITED STATES CODE, TITLE 20

1232h *Protection of student rights*

7906 *Sex education requirements and prohibited use of funds*

Management Resources: (see next page)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

Management Resources:

CSBA PUBLICATIONS

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

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

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

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

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

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

California Partnership to End Domestic Violence: <http://www.cpedv.org>

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

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

Human Rights Campaign: <https://www.hrc.org/hrc-story/hrc-foundation>

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

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

Definitions

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

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

(cf. 6142.8 - *Comprehensive Health Education*)

(cf. 6143 - *Courses of Study*)

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

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

General Criteria for Instruction and Materials

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

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

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

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

(cf. 6174 - Education for English Learners)

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids

(cf. 6159 - Individualized Education Program)

7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

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

(cf. 1312.3 - Uniform Complaint Procedures)

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes
10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so
11. Teach the value of and prepare students to have and maintain committed relationships such as marriage

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

12. Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation

(cf. 5145.3 - Nondiscrimination/Harassment)

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including communication and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities

14. Do not teach or promote religious doctrine

Components of Sexual Health and HIV Prevention Education

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

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

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

(cf. 5141.25 - Availability of Condoms)

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

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing
6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

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

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence
9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:
 - a. Parenting, adoption, and abortion
 - b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5
 - c. The importance of prenatal care
10. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking, including:
 - a. Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking
 - b. Information on how social media and mobile device applications are used for human trafficking

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each

The district's comprehensive sexual health education and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking web sites, computer networks, or other digital media. (Education Code 51934)

Professional Development

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

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

(cf. 4131 - Staff Development)

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

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

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

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**Use of Consultants or Guest Speakers**

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

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

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

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection
2. That parents/guardians have a right to excuse their child from comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district
3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants and, if the district chooses to use outside consultants or guest speakers for this purpose, the following information:
 - a. The date of the instruction
 - b. The name of the organization or affiliation of each guest speaker
 - c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

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

(cf. 5145.6 - Parental Notifications)

Nonapplicability to Certain Instruction or Materials

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

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education as defined in Education Code 51931

(cf. 6142.93 - Science Instruction)

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

VISUAL AND PERFORMING ARTS EDUCATION

The Governing Board believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels. The district's arts education program shall be designed to foster students' artistic competencies, cultivate students' appreciation and understanding of the arts in ways that are enjoyable, fulfilling, and transferable to students' personal, academic, and professional endeavors, and support students to fully engage in lifelong arts learning.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The Board shall adopt academic standards for dance, media arts, music, theatre, and visual arts that lead to artistic literacy and promote access and equity in the arts. District standards shall describe the skills, knowledge, and abilities that students are expected to possess at each grade level and shall meet or exceed state standards.

(cf. 0415 - Equity)

(cf. 6011 - Academic Standards)

The Superintendent or designee shall develop a sequential curriculum for dance, media arts, music, theatre, and visual arts which is consistent with the state curriculum framework and includes the following artistic processes:

1. Creating: conceiving and developing new artistic ideas and work
2. Performing/producing/presenting: realizing artistic ideas and work through interpretation and presentation
3. Responding: understanding and evaluating how the arts convey meaning
4. Connecting: relating artistic ideas and work with personal meaning and external content

(cf. 6141 - Curriculum Development and Evaluation)

The Board shall adopt standards-based instructional materials for visual and performing arts which may incorporate a variety of media and technologies.

(cf. 0440 - District Technology Plan)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6162.6 - Use of Copyrighted Materials)

(cf. 6163.1 - Library Media Centers)

VISUAL AND PERFORMING ARTS EDUCATION (continued)

As appropriate, the Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of and ability to teach the arts and to implement the district's arts education program.

(cf. 4131 - Staff Development)

The Superintendent or designee shall encourage the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend musical and theatrical performances, observe the works of accomplished artists, and work directly with artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.

(cf. 1230 - School-Connected Organizations)

(cf. 1240 - Volunteer Assistance)

(cf. 1260 - Educational Foundation)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6020 - Parent Involvement)

(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall regularly evaluate the implementation of the district's arts education program at each grade level and report to the Board regarding its effectiveness in enabling students to meet academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

VISUAL AND PERFORMING ARTS EDUCATION (continued)

Legal Reference:

EDUCATION CODE

8950-8957 *California summer school for the arts*
32060-32066 *Toxic art supplies*
35330-35332 *Field trips*
51210 *Course of study, grades 1-6*
51220 *Course of study, grades 7-12*
51225.3 *Graduation requirements*
58800-58805 *Specialized secondary programs*
60200-60213 *Instructional materials, elementary schools*
60400-60411 *Instructional materials, high schools*
99200-99204 *Subject matter projects*

Management Resources:

CALIFORNIA ALLIANCE FOR ARTS EDUCATION PUBLICATIONS

Parents' Guide to the Visual and Performing Arts in California Public Schools

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Arts Framework for Public Schools, Kindergarten through Grade Twelve

California Arts Standards for Public Schools, Prekindergarten through Grade Twelve, January 2019

WEB SITES:

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

Arts Education Partnership: <http://aep-arts.org>

California Alliance for Arts Education: <http://www.artsed411.org>

California Arts Council: <http://www.cac.ca.gov>

California Art Education Association: <http://www.caea-arteducation.org>

California Association for Music Education: <http://www.actaonline.org/content/california-association-music-education>

California Dance Education Association: <http://www.cdeadance.org>

California Department of Education, Visual and Performing Arts: <http://www.cde.ca.gov/ci/vp>

California Educational Theatre Association: <http://www.cetoweb.org>

California Music Educators Association: <http://www.calmusiced.com>

The California Arts Project: <http://csmc.ucop.edu/tcap>

