

# Tipton Elementary School District

## AGENDA

### REGULAR BOARD MEETING

Tuesday, August 3, 2021  
7:00 p.m. District Board Room

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

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

2. **Public Input:**

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

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

3. **Open Public Hearing on Board Policy and Administrative Regulation 6158 Regarding Independent Study for the 2021-2022 School Year Pursuant to AB 130**

- 3.1 Open for Public Questions and Comments
- 3.3 Close Public Hearing

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

- 4.1 Minutes of Regular Board Meeting – June 15, 2021
- 4.2 Facilities Request

5. **ADMINISTRATIVE: Action items:**

- 5.1 Set date for Public Hearing Regarding Sufficiency of Instructional Material for the 2021-2022 School Year
- 5.2 Agreement with TCOE for Scicon Week Trip
- 5.3 Agreement with TCOE for Scicon Day Trip
- 5.4 English Learner Reclassification for 2021-2022 School Year and Reclassification After 2021-2022 School Year
- 5.5 Agreement with TCOE for External Business Services – Contracted Account Services
- 5.6 Approve Leon Environmental Service Agreement for Asbestos Survey and Inspection
- 5.7 Discussion, Consideration and Possible Adoption of Board Policy 6158 and AR 6158 and Delete - Board Policy 6157 - Distance Learning Policy Deleted Due to Expiration of Emergency Legislation That Temporarily Waived Apportionment Requirements to Permit Distance Learning for the 2020-2021 School Year
- 5.8 Resolution Number 2021-2022-01 Retirement Incentive Program for CSEA

- 5.9 2021-22 Consolidated Application
- 5.10 GASB 75
- 5.11 Consider and Approve One Teacher to be Permitted to Move Two Columns on the Certificated Salary Schedule Due to a Clerical Error
- 5.12 Surplus of Damaged and or Outdated Technology Devices
- 5.13 California School Boards Association Gamut Service Agreement
- 5.14 Approve Student Handbook for 2021-2022

6. **FINANCE: Action items:**

- 6.1 Vendor Payments

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

- 7.1 MOT--FOOD SERVICE—PROJECTS.

8. **Any Other Business:**

- 8.1 Board Policies June 2021

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

- 9.1 Education Code section 35146  
Student transfers, inter District request, etc
- 9.2 Government Code section 54957 Public Employee Discipline/Dismissal/Release
- 9.3 Government Code Section 54957  
Public Employee Appointment/Employment  
Title: ASES Instructional Aide
- 9.4 Government Code Section 54957  
Public Employee Appointment/Employment  
Title: Instructional Aide

10. **Reconvene to open session**

11. **Report out from Closed Session**

12. **Adjournment**

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

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

**Agenda posted July 28, 2021**

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

**4.1** Minutes of Regular Board Meeting – June 15, 2021

# TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING

## Minutes

Tuesday, June 15, 2021  
7:00 p.m. District Cafeteria

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

*Board Clerk, Iva Sousa called the meeting to order at 7:00 pm and led the flag salute. Board Members present: Iva Sousa, Fernando Cunha and Shelley Heeger. Absent: John Cardoza and Greg Rice Guest: Cassandra Cunha*

**2. Public Input:**

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

**2.1** Community Relations/Citizen Comments

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

*No Comments*

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

**3.1** Minutes of the Regular Board Meeting – June 8, 2021

**3.2** Agreement to Furnish Food Service between a Child Care and Adult Food Program Sponsor and a School District

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

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

**4. INFORMATION:**

**4.1** California School Dashboard Local Indicators

**4.2** Public Disclosure and Consideration of Side Letter Addressing One-Time, Off-Schedule Payment for the 2020-2021 School Year Between Tipton Elementary School District and Associated Teachers of Tipton CTA/NEA

**4.3** Public Disclosure and Consideration of Side Letter Addressing One-Time, Off-Schedule Payment for the 2020-2021 School Year Between Tipton Elementary School District and California School Employees Association

**5. ADMINISTRATIVE: Action items:**

**5.1** Approval of Proposed Local Control Accountability Plan (LCAP) for 2021-2022

*Motion to approve the Local Control Accountability Plan (LCAP) for 2021-2022 was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

No – 0  
Abstain –0  
Absent – John Cardoza and Greg Rice

## 5.2 Approval of the Districts General Fund Excess Reserve

*Motion to approve the Districts General Fund Excess Reserve was made Fernando Cunha and second by Shelley Heeger.*

*Vote Yea 3 / No 0 / Abstain 0 / Absent 2*  
*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*  
No – 0  
Abstain –0  
Absent – John Cardoza and Greg Rice

## 5.3 Approval of Proposed School Budget for the 2021-2022 School Year

*Motion to approve the School Budget for the 2021-2022 School Year was made by Fernando Cunha and second by Shelley Heeger.*

*Vote Yea 3 / No 0 / Abstain 0 / Absent 2*  
*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*  
No – 0  
Abstain –0  
Absent – John Cardoza and Greg Rice

## 5.4 CTA Public Disclosure for the 2020-2021 School Year

*Motion to approve the CTA Public Disclosure for the 2020-2021 School Year was made by Fernando Cunha and second by Shelley Heeger.*

*Vote Yea 3 / No 0 / Abstain 0 / Absent 2*  
*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*  
No – 0  
Abstain –0  
Absent – John Cardoza and Greg Rice

## 5.5 CSEA Public Disclosure for the 2020-2021 School Year

*Motion to approve the CSEA Public Disclosure for the 2020-2021 School Year was made by Fernando Cunha and second by Shelley Heeger.*

*Vote Yea 3 / No 0 / Abstain 0 / Absent 2*  
*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*  
No – 0  
Abstain –0  
Absent – John Cardoza and Greg Rice

## 5.6 Approval of Side Letter Addressing One-Time, Off-Schedule Payment for the 2020-2021 School Year Between Tipton Elementary School District and Associated Teachers of Tipton CTA/NEA

*Motion to approve Side Letter Addressing One-Time, Off-Schedule Payment for the 2020-2021 School Year Between Tipton Elementary School District and Associated Teachers of Tipton CTA/NEA was made by Fernando Cunha and second by Shelley Heeger.*

*Vote Yea 3 / No 0 / Abstain 0 / Absent 2*  
*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*  
No – 0

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

**5.7 Approval of Side Letter Addressing One-Time, Off-Schedule Payment for the 2020-2021 School Year Between Tipton Elementary School District and California School Employees Association**

*Motion to approve Side Letter Addressing One-Time, Off-Schedule Payment for the 2020-2021 School Year Between Tipton Elementary School District and California School Employees Association was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

**5.8 Discuss and Approve One-Time \$1,500, Off Salary Schedule Payment for the 2020-2021 School Year for Principal and Management Employees**

*Motion to approve One-Time \$1,500, Off Salary Schedule Payment for the 2020-2021 School Year for Principal and Management Employees was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

**5.9 Discuss and Approve One-Time \$900, Off Salary Schedule Payment for the 2020-2021 School Year for Business Manager**

Board Clerk, Iva Sousa read the following. This item is the Board’s discussion and possible approval of an addendum to the terms of employment for the Business Manager, Cassandra Cunha. The key provisions of the addendum are:

1. Based on the Business Manager’s efforts and leadership during the 2020-2021 school year, in addition to the regular Business Manager’s salary, she shall be paid a one-time, off-salary schedule payment in the amount of \$900, which is a proration of \$1,500 based on the time she actually worked during the 2020-2021 school year.
2. All other terms and conditions of the Business Manager’s employment shall remain in full force and effect.

This concludes the summary of the addendum to the Business Manager’s terms of employment. Is there a motion? Is there discussion.

*Motion to approve One-Time \$900, Off Salary Schedule Payment for the 2020-2021 School Year for Business Manager was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

### **5.10 Discuss and Approve Addendum to Employment Agreement with Superintendent**

Board Clerk, Iva Sousa read the following. This item is the Board's discussion and possible approval of an addendum to the employment agreement for the Superintendent, Stacey Bettencourt. The key provisions of the addendum are:

1. Based on the Superintendent's efforts and leadership during the 2020-2021 school year, in addition to the Superintendent's regular salary, the Superintendent shall be paid a one-time, off-salary schedule payment in the amount of one thousand five hundred dollars (\$1,500.00).
2. All other terms and conditions of the Superintendent's Agreement shall remain in full force and effect.

This concludes the summary of the addendum to the Superintendent's employment agreement.

Is there a motion? Is there Discussion?

*Motion to approve Addendum to Employment Agreement with Superintendent was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No - 0*

*Abstain -0*

*Absent - John Cardoza and Greg Rice*

### **5.11 CSEA Public Disclosure for the 2021-2022 School Year**

*Motion to approve CSEA Public Disclosure for the 2021-2022 School Year was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No - 0*

*Abstain -0*

*Absent - John Cardoza and Greg Rice*

### **5.12 Consider and Approve Agreement with California School Employees Association**

*Motion to Approve Agreement with California School Employees Association was made by Fernando Cunha and second by Shelley Heeger. Vote Yea 3 / No 0 / Abstain 0 / Absent 2*

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No - 0*

*Abstain -0*

*Absent - John Cardoza and Greg Rice*

### **5.13 Approval of Classified Salary Schedules**

*Motion to approve Classified Salary Schedules was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No - 0*

*Abstain -0*

*Absent - John Cardoza and Greg Rice*

#### 5.14 Updated School Calendar for 2021-2022

*Motion to update School Calendar for 2021-2022 was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

#### 5.15 Agreement with Jane Pharis for Professional Services

*Motion to approve agreement with Jane Pharis for Professional Services was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

#### 5.16 Discard Hobart Mixer #1164763

*Motion to Discard Hobart Mixer #1164763 was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

### 6. **FINANCE: Action items:**

#### 6.1 Budget Revisions

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

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

### 7. **Adjourn to Closed Session: 7:27 pm**

### 8. **Reconvene to open session 8:08 pm**

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

#### 7.1 Education Code section 35146

Student transfers, inter District request, etc

*Motion to approve student #21-22023 request for interdistrict was made by Fernando Cunha and second by Shelley Heeger.*

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



*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

*Motion to approve student #21-2203 request for interdistrict was made by Fernando Cunha and second by Shelley Heeger.*

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

*Yea - Iva Sousa, Shelley Heeger and Fernando Cunha*

*No – 0*

*Abstain –0*

*Absent – John Cardoza and Greg Rice*

**10. Adjournment 8:08 pm**

**Minutes approved August 3, 2021**

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Greg Rice, President

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Iva Sousa, Clerk

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Stacey Bettencourt, Secretary

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

**4.2 Facilities Request**

**TIPTON ELEMENTARY SCHOOL DISTRICT  
APPLICATION FOR USE OF SCHOOL FACILITIES  
(APPLICATION MUST BE FILED AT LEAST ONE WEEK IN ADVANCE)**

1. NAME OF SPONSERING ORGANIZATION

County of Tulare - Resource Management Agency

2. PERSON RESPONSIBLE Omar Padilla

ADDRESS 5961 S. Mooney Blvd., Visalia, CA 93277

DATE OF APPLICATION 07 / 27 /2021 PHONE 559-624-7179

3. ROOM OR FACILITIES DESIRED Cafeteria

DATE(S) August 16, 2021

TIME(S) 5:00 pm to 7:30 pm

SERVICES OR ITEMS REQUESTED N/A

FACILITIES TO BE USED FOR Public Outreach Meeting for county intersection  
improvement project at Avenue 144 and Road 96.

**STATEMENT OF INFORMATION**

The undersigned states that, to the best of his/her knowledge, the School Property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime, including, Penal Code, or section 40056 of the Ed. Code. I hereby certify (or declare) under penalty of perjury that the foregoing is true and correct.

I have read the statement of Information in it's entirety and agree to the conditions required for the use of the above facility request(s).

Certificate of Liability Insurance attached \_\_\_\_\_

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Rental Fee \_\_\_\_\_

Deposit Fee \_\_\_\_\_

Signature \_\_\_\_\_

Superintendent or Designee \_\_\_\_\_



**5. ADMINISTRATIVE: Action items:**

**5.2** Agreement with TCOE for Scicon Week Trip

## SCICON WEEK TRIP AGREEMENT

**THIS AGREEMENT** is entered into as of July 1, 2021 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Tipton Elementary School District**, referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

**ACCORDINGLY, IT IS AGREED:**

**1. COST OF PROGRAM:**

SCICON Week Trip Rate Schedule for the 2021-2022 school year:

\$ 60.00	Per Teacher/Aide Rate	DISTRICT shall make full payment on or before June 30, 2022.
\$ 30.00	Per High School Student Counselor Rate	
Per Student Rate:		
Five (5)-day week	\$ 243.45	Approximately <u> 0 </u> students (projected count)
Four (4)-day week	\$ 207.48	Approximately <u> 68 </u> students (projected count)
DISTRICT shall pay the per-student rates based on the greater of:		
a. 97% of the estimated number of students projected in May of the prior school year, or		
b. the actual number of students in attendance.		

**2. DISTRICT RESPONSIBILITIES:** DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Require its teaching and counseling staff to cooperate with the COUNTY SUPERINTENDENT'S staff in necessary preplanning and post SCICON trip follow-up to ensure carrying out of the objectives of the Program.

b. Require that its students are equipped with suitable and necessary bedding, clothing, and supplies while attending the Program as set forth in the materials provided in the teacher's packet.

c. Furnish high school student counselors at the Program at a minimum ratio of one (1) counselor to every eight (8) students (1:8), in addition to the classroom teacher. (Counselor shortage will result in teacher responsibility for cabins.)

d. Notify the COUNTY SUPERINTENDENT of the number of students to attend SCICON four (4) weeks before the scheduled date of attendance.

**3. COUNTY SUPERINTENDENT RESPONSIBILITIES:** COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.

b. Provide complete food services for students and staff during the periods they are attending the Program (Monday through Friday).

c. Provide a teacher's packet for each teacher prior to visitation. The packet will include instructions, maps, schedules, registration forms, clothing and equipment lists, etc.

*Tipton Elementary* SCHOOL DISTRICT  
 Date: 7/19/2021  
 By: Shirley Bettencourt  
 Title: Superintendent

COUNTY SUPERINTENDENT  
 Date: July 1, 2021  
 By: Tim Hire  
 Tim Hire, Tulare County Superintendent of Schools or Designee

**A. DISTRICT RESPONSIBILITIES:** DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.
3. On occasion, a school district may request that an adult volunteer accompany their students to SCICON. If those volunteers will have unsupervised contact with students, then the requesting school district shall have the volunteer successfully pass a fingerprint criminal background check as well as obtain a tuberculosis clearance.

**B. COUNTY SUPERINTENDENT RESPONSIBILITIES:** COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

**C. INSURANCE:** COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

**D. INDEMNIFICATION:** COUNTY 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 COUNTY 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.

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

**5. ADMINISTRATIVE: Action items:**

**5.3** Agreement with TCOE for Scicon Day Trip

## SCICON DAY TRIP AGREEMENT

**THIS AGREEMENT** is entered into as of July 1, 2021 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Tipton Elementary** referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

### ACCORDINGLY, IT IS AGREED:

1. **COST OF PROGRAM:** SCICON Day Trip Rate Schedule for the 2021-2022 school year.

Approximately 3 classes consisting of approximately 59 students

DISTRICT shall pay COUNTY SUPERINTENDENT the sum of One Hundred dollars (\$100.00) per class for each day of participation in the instructional Program to be conducted at SCICON as the DISTRICT. No cost will accrue if reserved dates are cancelled or changed at least four (4) weeks in advance, or bad weather forces cancellation or postponement.

DISTRICT shall make full payment on or before June 30, 2022.

2. **DISTRICT RESPONSIBILITIES:** DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Require that its students are equipped with suitable and necessary clothing and supplies while attending the Program as set forth in the materials provided to the teachers.

b. Provide meals for its students, or require them to provide their own meals, while attending the Program.

3. **COUNTY SUPERINTENDENT RESPONSIBILITIES:** COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.

Tipton Elementary SCHOOL DISTRICT  
Date: 7/19/2021  
By: Shirley Blumenthal  
Title: Superintendent

COUNTY SUPERINTENDENT  
Date: July 1, 2021  
By: Tim Hire  
Tim Hire, Tulare County Superintendent of Schools or Designee



**A. DISTRICT RESPONSIBILITIES:** DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.

**B. COUNTY SUPERINTENDENT RESPONSIBILITIES:** COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

**C. INSURANCE:** COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

**D. INDEMNIFICATION:** COUNTY 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 COUNTY 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.

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

**5. ADMINISTRATIVE: Action items:**

**5.4** English Learner Reclassification for 2021-2022 School Year  
and Reclassification After 2021-2022 School Year

# **TIPTON ELEMENTARY SCHOOL DISTRICT**

## **English Learner Reclassification Criteria**

### **Reclassification for the 2021-2022 school year only**

(due to the cancellation of statewide testing and the COVID-19 pandemic)

1. ELPAC score of **level 4**
2. Kindergarten: **DIBELS**

**First Sound Fluency 40 + and**

**Phonemic Segmentation Fluency 40+**

1st grade: **Dibels Composite score 130+**

2nd-8th grade: 2021 End of Year STAR Reading score  
**At/Above Benchmark or On Watch or -30 points from standards met on ELA (SBAC)** if assessment was given

3. Teacher evaluation of current language arts ability:
  - a. Kindergarten: score of 3 in Reading Foundational Skills, English Language Arts-Writing, and Speaking & Listening on report card
  - b. 1st-8th grade: C or better in Language Arts/Reading/Writing
4. Parent consultation

# **TIPTON ELEMENTARY SCHOOL DISTRICT**

## **English Learner Reclassification Criteria**

### **Reclassification after the 2021-2022 School Year**

1. ELPAC score of **level 4**
2. Kindergarten: **DIBELS First Sound Fluency 40 + and Phonemic Segmentation Fluency 40+**  
  
1st grade: **DIBELS Composite score 130+**  
  
2nd grade: **DIBELS Composite score 190+**  
  
3rd grade: **DIBELS Composite score 255+**  
  
4th-8th grade: **-30 points from standards met on ELA (SBAC)**
3. Teacher evaluation of current language arts ability:
  - a. Kindergarten: score of 3 in Reading Foundational Skills, English Language Arts-Writing, and Speaking & Listening
  - b. 1st-8th grade: C or better in Language Arts/Reading/Writing
4. Parent consultation

**5. ADMINISTRATIVE: Action items:**

**5.5** Agreement with TCOE for External Business Services –  
Contracted Account Services

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Contract #	220173

## AGENCY AGREEMENT

**THIS AGREEMENT**, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and Tipton Elementary School District, referred to as **DISTRICT**.


**ACCORDINGLY, IT IS AGREED:**

1. **TERM:** This Agreement shall become effective as of July 1, 2021 and shall expire on June 30, 2022 unless otherwise terminated as provided in this Agreement. This Agreement may be renewed each year upon written consent of the parties.
  
2. **SERVICES:** SUPERINTENDENT shall provide services as set forth: (See attach Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
  
3. **COST OF SERVICES:** DISTRICT agrees to pay SUPERINTENDENT the sum of Twenty Thousand Nine Hundred and Seventy Four Dollars (\$20,974) for the services provided in this Agreement. Service hours will be limited to a maximum of Two Hundred and Four Hours (204). Additional hours provided will be billed at \$102.81 per hour of service.
  
4. **METHOD OF PAYMENT:** SUPERINTENDENT shall transfer this sum from the funds of DISTRICT to the County School Service Fund after January 1, 2022.
  
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, Superintendent  
Tipton Elementary School District  
P.O. Box 787  
Tipton, California 93272

By:   
Date: 6/29/21

**SUPERINTENDENT**

Tim A. Hire, Superintendent  
Tulare County Superintendent of Schools  
Tulare County Office of Education  
P.O. Box 5091  
Visalia CA 93278-5091

By:   
Date: 6/23/21

TCOE Program Information

Contact Person and Phone No.: Lilly Garcia 559-733-6339  
Division: External Business Services  
Program Title: N/A  
Budget Number: 010-00000-0-00000-730030-867700

**Please return an original copy to:** Tulare County Office of Education  
ATTN: Internal Business Services Secretary  
P.O. Box 5091  
Visalia, CA 93278-5091

## SCOPE OF SERVICES

### 1. RESPONSIBILITIES OF DISTRICT:

Pay all travel costs, directly to the individual, for mileage, travel and conference costs incurred at the specific request of DISTRICT. The SUPERINTENENT will pay expenses of contract staff member(s) for approved conferences during the year, not to exceed two (2) days. Travel costs incurred by contracted staff member(s) to the central office of the DISTRICT to provide services per contract agreement will be paid by the SUPERINTENDET.

The DISTRICT will recognize the general fiscal monitoring responsibilities of SUPERINTENDENT. This agreement shall not affect those duties.

The DISTRICT will provide requested information to SUPERINTENDNET in a timely and efficient manner.

### 2. RESPONSIBILITIES OF SUPERINTENDENT:

The primary responsibility of the SUPERINTENDENT is that of contracted business support services as follows:

#### Budget

Assist district superintendent in the development and adoption of the district budget  
Advise district superintendent and/or governing board on impact of state budget  
Preparation of state required budget documents  
Monitor for and advise district superintendent on budget to actual variances  
Prepare and input budget revisions under direction of district superintendent  
Perform in-depth budget review prior to First and Second Interim reporting  
Preparation of state required First and Second Interim documents

#### Payroll

Serve as backup to district staff for payroll and vendor payment processes  
Assist district in implementing and processing settlement agreements  
Prepare salary settlement disclosure documents for board presentation

#### Accounting

Advise district staff on proper coding of financial transactions  
Prepare and input Journal Entries  
Monitor financial transactions for account code propriety  
Assist district in year-end closing of financial records  
Assist district in implementation of fixed asset accounting system

#### Reporting

Prepare state required annual financial reports  
Assist district in preparation of GASB 34 required Management Discussion and Analysis document  
Assist in submitting data to TCOE required for LCFF revenue calculations  
Assist district in preparation of other fiscal reports



# EXHIBIT A

Assist district in completion of student attendance reports

Other

Assist district in clearing audit findings with California Department of Education and County Office of Education

Prepare for and present financial information at governing board meetings as needed

Research information and prepare documents for district independent auditors

Train district staff in use of TCOE financial system

Attend TCOE business meetings

In order to achieve the above mentioned business support services, the SUPERINTENDENT will provide office space, furniture, equipment software and other materials used by contract staff member(s) in providing the services under this agreement.

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

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

# EXHIBIT A

## FEE SCHEDULE

The maximum contract total for services to be provided are estimated to be \$20,974, including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

**5. ADMINISTRATIVE: Action items:**

- 5.6** Approve Leon Environmental Service Agreement for Asbestos Survey and Inspection

# Leon Environmental Services

Richard "Danny" Leon CAC # 04-3708

Tommy Leon CAC # 05-3882

July 10, 2021

Michael Scott

**Mangini Associates Inc.**

Email: [michaels@mangini.us](mailto:michaels@mangini.us)

## LETTER OF PROPOSAL

Leon Environmental Services proposes to provide labor and materials for the asbestos survey & LBP inspection by XRF of 3 buildings at Tipton Elementary School (Bldgs. 200, 300 & 400) per the plans emailed to us on 6/17/21 as follows:

**Services to be provided:** Site Inspection, Sample Collection, Drawing of Sample Location Diagram, Laboratory Analysis, Laboratory Analysis Review and Final Report. Write Abatement specifications based on results of final report.

### **Proposal Amount: \$5675.00**

**This proposal does not include the AHERA required Project Monitoring and Clearances**

**NOTE:** This survey will comply with the SJVAPCD requirements for a comprehensive survey to be conducted for any planned renovation or demolition activity in accordance with AHERA regulation Title 40CFR Part 763 and EPA NESHAP regulation Title 40CFR part 61 subpart M. If you have any questions or need any further clarification regarding this proposal, please contact me at 559-274-9200 or 559-916-5575.

Sincerely,

**Richard D. Leon** Digitally signed by Richard D. Leon  
Date: 2021.07.10 13:48:43 -07'00'

Richard "Danny" Leon

CAC Certification No. 04-3708

CDPH Lead Inspector/Assessor LRC-00001014

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please send accepted proposal with signature to Leon Environmental Services

4545 N. Brawley Ave. Ste. 104, Fresno, CA 93722

Phone: 559.274.9200 Fax: 559.274.9240 Email: [leonenviro@comcast.net](mailto:leonenviro@comcast.net)

**5. ADMINISTRATIVE: Action items:**

**5.7** Discussion, Consideration and Possible Adoption of Board Policy 6158 and AR 6158 and Delete - Board Policy 6157 – Distance Learning Policy Deleted Due to Expiration of Emergency Legislation That Temporarily Waived Apportionment Requirements to Permit Distance Learning for the 2020-2021 School Year

## CSBA POLICY GUIDE SHEET July 2021

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.

### **DELETE - Board Policy 6157 - Distance Learning**

Policy deleted due to expiration of emergency legislation that temporarily waived apportionment requirements to permit distance learning for the 2020-2021 school year.

### **Board Policy 6158 - Independent Study**

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study. Policy updates the minimum period of time permitted for independent study to be three consecutive school days, requires an evaluation to determine if the student should continue in independent study if the student fails to make satisfactory educational progress, and requires that content be aligned to grade level standards including the requirement for high schools to offer access to all courses offered by the district for graduation and approved as creditable for A-G admission criteria. Policy also updated to include the requirement for live interaction and/or synchronous instruction based on grade level, tiered reengagement strategies for students not generating attendance for a specified period of time, expeditious transition for students whose families wish to return to in-person instruction, notice to parents/guardians of specified information, the provision of a student-parent-educator conference, upon request, prior to enrollment and/or disenrollment, and the keeping of additional records including documentation of each student's participation in live interaction and synchronous instruction on each school day, as applicable. Policy updated to include material formerly in the AR regarding requirements for independent study and written agreements as well as new requirements regarding the same, including that written agreements must include a detailed statement of academic and other supports that will be provided to address the needs of particular students, that the agreement may be signed electronically as specified, and that, for the 2021-22 school year, the written agreement must be signed no later than 30 days after the first day of instruction. Policy updated to include material formerly in the AR regarding course-based independent study and to generally align the requirements of course-based independent study with the requirements for general independent study.

### **Administrative Regulation 6158 - Independent Study**

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which includes, adding definitions for "live interaction," "student-parent-educator conference" and "synchronous instruction," the requirement for all districts for the 2021-22 school year to offer independent study to meet the educational needs of students unless the district has obtained a waiver, that independent study may be offered to students whose health would be put at risk by in-person instruction as determined by the parent/guardian, the assurance of access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work, and the documentation of each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable. Material regarding requirements for independent study, written agreements and course-based independent study moved to BP.

**INDEPENDENT STUDY**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

**General Independent Study Requirements**

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

*(cf. 5147 - Dropout Prevention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

**INDEPENDENT STUDY** (continued)

*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6200 - Adult Education)*

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction



**INDEPENDENT STUDY** (continued)

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

## **INDEPENDENT STUDY** (continued)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

### **Master Agreement**

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

**INDEPENDENT STUDY** (continued)

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

## **INDEPENDENT STUDY** (continued)

### **Student-Parent-Educator Conferences**

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

### **Records for Audit Purposes**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or

in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

*(cf. 3580 - District Records)*

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

## **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*

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

*(cf. 6162.5 - Student Assessment)*

### *Legal Reference:*

#### EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 *Local control and accountability plan*  
52522 *Adult education alternative instructional delivery*  
52523 *Adult education as supplement to high school curriculum; criteria*  
56026 *Individuals with exceptional needs*  
58500-58512 *Alternative schools and programs of choice*  
FAMILY CODE  
6550-6552 *Authorization affidavits*  
CODE OF REGULATIONS, TITLE 5  
11700-11703 *Independent study*  
UNITED STATES CODE, TITLE 20  
6301 *Highly qualified teachers*  
6311 *State plans*  
COURT DECISIONS  
Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
Elements of Exemplary Independent Study  
California Digital Learning Integration and Standards Guidance, April 2021  
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS  
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting  
WEB SITES  
*California Consortium for Independent Study: <http://www.ccis.org>*  
*California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>*  
*Education Audit Appeals Panel: <http://www.eaap.ca.gov>*

**INDEPENDENT STUDY**

**Definitions**

*Live interaction* means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

*Student-parent-educator conference* means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

*Synchronous instruction* means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

**Educational Opportunities**

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

*(cf. 6143 - Courses of Study)*

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

*(cf. 5112.3 - Student Leave of Absence)*

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

**INDEPENDENT STUDY** (continued)

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

*(cf. 0420.4 - Charter School Authorization)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

*(cf. 5113 - Absences and Excuses)*

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

*(cf. 6146.1 - High School Graduation Requirements)*

**Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

**Eligibility for Independent Study**

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.



**INDEPENDENT STUDY** (continued)

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.1 - District Residency)*

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

*(cf. 6183 - Home and Hospital Instruction)*

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

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

*(cf. 6184 - Continuation Education)*

## **INDEPENDENT STUDY** (continued)

### **Monitoring Student Progress**

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

### **Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study

**INDEPENDENT STUDY** (continued)

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

**Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

**INDEPENDENT STUDY** (continued)

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*

**5. ADMINISTRATIVE: Action items:**

**5.8** Resolution Number 2021-2022-01 Retirement Incentive Program for CSEA

**TIPTON ELEMENTARY SCHOOL DISTRICT**

**TIPTON, CA**

**Resolution Number 2021-2022-01**

**Retirement Incentive Program**

**WHEREAS**, the District's fiscal situation will remain uncertain for the foreseeable future;

**WHEREAS**, Government Code section 20904 provides that a school district may permit eligible members of the California Public Employees' Retirement System who retire to receive up to two years of additional service credit at the time of retirement; and

**WHEREAS**, the employing school district shall pay to the California Public Employees' Retirement Fund an amount equal to the actuarial present value cost of the additional service credit, and a fee to cover administrative costs; and

**WHEREAS**, to ensure a balanced budget, the Board desires to promote early retirements of classified staff in order to avoid layoffs of classified staff; and

**WHEREAS**, the Tipton Elementary School District wishes to make an early retirement program available to all classified members eligible for retirement; and

**WHEREAS**, the Tipton Elementary School District can demonstrate and certify to the Superintendent of Tulare County Office of Education that providing the early retirement option of granting two additional years of service credit at the time of retirement is viable and will result in a net savings to the District; and

**WHEREAS**, the Superintendent of the Tulare County Office of Education may certify to the Public Employees' Retirement Board that providing the early retirement option of granting two years additional service credit will result in a net savings to the District; and

**WHEREAS**, the District shall reimburse the Tulare County Office of Education for all costs to the Office that result from the certification; and

**WHEREAS**, the opportunity to be granted two years' service credit may be available to all classified members employed by the District who meet the requirements as set forth in the Government Code during the 2021-2022 school year.

**NOW, THEREFORE, BE IT RESOLVED** a classified employee of the District may retire from service during the Golden Handshake window period of July 15, 2021 through October 15, 2021 under this Resolution, upon submitting a written request for acceptance of resignation for the purposes of retirement, and upon meeting the requirements for retirement and the early retirement option under the Government Code; and

**BE IT FURTHER RESOLVED** that the period during which eligible employees may retire under this program is designated as July 15, 2021 through October 15, 2021; and

**BE IF FURTHER RESOLVED** that the District will provide an early retirement option for the 2021-2022 school year only; and

**BE IT FURTHER RESOLVED** the District shall transfer to the California Public Employee's Retirement Fund the required amount for all eligible employees who retire pursuant to this Resolution, including administrative costs.

PASSED AND ADOPTED THIS 3rd day of August, by the Governing Board of the Tipton Elementary School District of Tulare County, California.

On motion by Member, \_\_\_\_\_ seconded by Member, \_\_\_\_\_ the following resolution is adopted.

STATE OF CALIFORNIA     )

COUNTY OF TULARE     )

I, Iva Sousa , Clerk of the Governing Board, Tipton Elementary School District, County of Tulare do hereby certify the foregoing to be a full, true, and correct copy of a resolution adopted by the Board at a Board Meeting hereof held at its regular meeting place on 3rd of August 2021, which action is contained in the minutes of the meeting of said Board.

Clerk: \_\_\_\_\_ .

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

**5. ADMINISTRATIVE: Action items:**

**5.9** 2021-22 Consolidated Application



**2021-22 Certification of Assurances**

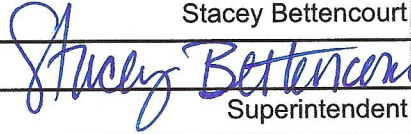
Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

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

Authorized Representative's Full Name	Stacey Bettencourt
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	07/15/2021

**\*\*\*Warning\*\*\***

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### 2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Carrie Lopes, Title I Policy, Program, and Support Office, [CLopes@cde.ca.gov](mailto:CLopes@cde.ca.gov), 916-319-0126

### Protected Prayer Certification Statement

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Stacey Bettencourt
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/22/2021
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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## 2021-22 LCAP Federal Addendum Certification

**CDE Program Contact:**

Local Agency Systems Support Office, [LCAPAddendum@cde.ca.gov](mailto:LCAPAddendum@cde.ca.gov), 916-323-5233

**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

**Returning Application**

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) or District</b>	08/11/2017
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b>	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Stacey Bettencourt
Authorized Representative's Title	Superintendent

**\*\*\*Warning\*\*\***

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## 2021-22 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

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

Date of approval by local governing board	08/03/2021
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**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Blanca Cruz
DELAC review date	06/18/2021
Meeting minutes web address  Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment  If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

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

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes

**\*\*\*Warning\*\*\***

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### 2021-22 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

<b>Title IV, Part A (Student and School Support)</b>  ESSA Sec. 4101 SACS 4127	Yes
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**\*\*\*Warning\*\*\***

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### 2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [GNdirang@cde.ca.gov](mailto:GNdirang@cde.ca.gov), 916-323-5831  
 Caroline Takahashi, Language Policy and Leadership Office, [CTakahashi@cde.ca.gov](mailto:CTakahashi@cde.ca.gov), 916-323-5739

**Estimated Allocation Calculation**

Estimated English learner per student allocation	\$126.25
Estimated English learner student count	349
Estimated English learner student program allocation	\$44,061

**Note: \$10,000 minimum program eligibility criteria**

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

**Budget**

Professional development activities	\$40,000
Program and other authorized activities	\$3,000
English Proficiency and Academic Achievement	\$1,000
Parent, family, and community engagement	\$61
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$44,061

**\*\*\*Warning\*\*\***

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### 2021-22 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [GNdirang@cde.ca.gov](mailto:GNdirang@cde.ca.gov), 916-323-5831  
 Caroline Takahashi, Language Policy and Leadership Office, [CTakahashi@cde.ca.gov](mailto:CTakahashi@cde.ca.gov), 916-323-5739

**Estimated Allocation Calculation**

Estimated immigrant per student allocation	\$157.20
Estimated immigrant student count	22
Estimated immigrant student program allocation	\$3,458

**Note: Eligibility criteria**

A local educational agency which has 21 or more eligible immigrant students and has experienced a significant increase of one percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

**Budget**

Authorized activities	\$3,356
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$102
Total budget	\$3,458

**\*\*\*Warning\*\*\***

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### 2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, [HThomson@cde.ca.gov](mailto:HThomson@cde.ca.gov), 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2021-22 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	As an organization, we would like to keep our options open.

**\*\*\*Warning\*\*\***

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**2021-22 Nonprofit Private School Consultation**

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

**CDE Program Contact:**

Sylvia Hanna, Title I Policy, Program, and Support Office, [SHanna@cde.ca.gov](mailto:SHanna@cde.ca.gov), 916-319-0948  
Rina DeRose, Title I Policy, Program, and Support Office, [RDerose@cde.ca.gov](mailto:RDerose@cde.ca.gov), 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

**Private School's Believed Results of Consultation Allowable Codes**

Y1: meaningful consultation occurred  
Y2: timely and meaningful consultation did not occur  
Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s) No

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

**\*\*\*Warning\*\*\***

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2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
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\*\*\*Warning\*\*\*

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**5. ADMINISTRATIVE: Action items:**

**5.10 GASB 75**



**GASB Statement No. 75**

**Actuarial Valuation Report – Retiree Health Insurance Program  
Tipton Elementary School District**

*Valuation Date:* July 1, 2021

*Measurement Date:* July 1, 2021

July 26, 2021



July 26, 2021

Ms. Cassandra Cunha  
Business Manager  
Tipton Elementary School District  
P.O. Box 787  
370 N. Evans Road  
Tipton, CA 93272

Re: Tipton Elementary School District ("District") GASB 75 Valuation

Dear Ms. Cunha:

This report sets forth the results of our GASB 75 actuarial valuation of the District's retiree health insurance program as of July 1, 2021.

In June 2004, the Governmental Accounting Standards Board (GASB) issued its accrual accounting standards for retiree healthcare benefits, GASB 43 and GASB 45. GASB 43/45 require public employers such as the District to perform periodic actuarial valuations to measure and disclose their retiree healthcare liabilities for the financial statements of both the employer and the trust, if any, set aside to pre-fund these liabilities. In June 2015, GASB released new accounting standards for postretirement benefit programs, GASB 74 and GASB 75, which replace GASB 43 and GASB 45, respectively.

The District selected DFA, LLC (DFA) to perform an actuarial valuation of the retiree health insurance program as of July 1, 2021. This report may be compared with the valuation performed by DFA as of July 1, 2019, to see how the liabilities have changed since the last valuation.

**Basis for Actuarial Valuation**

To perform the valuation, we relied on the following information provided by the District:

- Census data for active employees and retirees
- Claims, premium, expense, and enrollment data
- Copies of relevant sections of healthcare documents, and
- (If applicable) trust statements prepared by the trustee

We also made certain assumptions regarding rates of employee turnover, retirement, and mortality, as well as economic assumptions regarding healthcare inflation and interest rates. Our assumptions are based on a standard set of assumptions used for similar valuations, modified as appropriate for the District. A complete description of the actuarial assumptions used in the valuation is set forth in the Actuarial Assumptions section.

**Certification**

The actuarial certification, including a caveat regarding limitations of scope, if any, is contained in the Actuarial Certification section.

We have enjoyed working with the District on this project and are available to answer any questions you may have concerning any information contained herein.

**Disclosure of Risk**

Considering recent events, it is important to call attention to the external risk factors associated with actuarial projections. An event like the COVID-19 pandemic has the potential to affect future measurements that would deviate from current long-term expectations. The following is a list of specific factors that impact OPEB liabilities:

- Census – retirement, turnover, and mortality experience different than expected.
- Medical coverage – premiums, participation, and level of coverage different than expected.
- Municipal bond rates – changes in applicable rates (rates are currently declining and may result in increased liabilities). Under GASB 75, the municipal rate may affect the discount rate. The quantitative effect of changes in the discount rate can be seen in the sensitivity results.
- Investment performance – (for funded plans) investment performance different than the long-term expected return. Investment performance may also affect the discount rate.

The current environment's impact on these factors will continue to unfold. We are available to discuss both short-term and long-term impact upon request.

\*\*\*\*\*

Sincerely,  
DFA, LLC



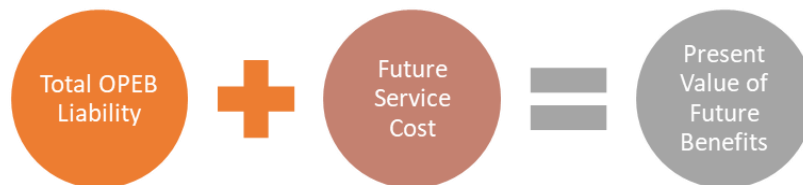
Carlos Diaz, ASA, EA, MAAA  
Actuary

## Financial Results

In this section, we present financial results based on a long-term expected return on plan investments of 6.00%. This rate is based on our best estimate of expected long-term plan experience for funded plans such as the District's. The results are intended to help (1) in comparing financial results from the previous valuation and (2) in long-term budget and strategic planning (without regard to short-term volatility in discount rates). Results specific to GASB 75 reporting are presented in the next section.

We have determined that the present value of all benefits expected to be paid by the District for its current and future retirees is \$722,482 as of July 1, 2021. If the District were to place this amount in a fund earning interest at the rate of 6.00% per year, and all other actuarial assumptions were exactly met, the fund would have exactly enough to pay all expected benefits.

When we apportion the \$722,482 into past service and future service components under the Entry Age, Level Percent of Pay Cost Method, the Total OPEB Liability is \$621,600 as of July 1, 2021. This represents the present value of all benefits accrued through the valuation date if each employee's liability is expensed from hire date until retirement date as a level percentage of pay. The \$621,600 is comprised of liabilities of \$523,533 for active employees and \$98,067 for retirees.



The District has adopted an irrevocable trust for the pre-funding of retiree healthcare benefits. As of July 1, 2021, the trust balance, or Plan Fiduciary's Net Position (GASB 75) is \$115,855.

The Net OPEB Liability, equal to the Total OPEB Liability over the Plan Fiduciary's Net Position, is \$505,745.

This valuation includes benefits for three retirees and 59 active employees who may become eligible to retire and receive benefits in the future. It excludes employees hired after the valuation date.

## Financial Results (continued)

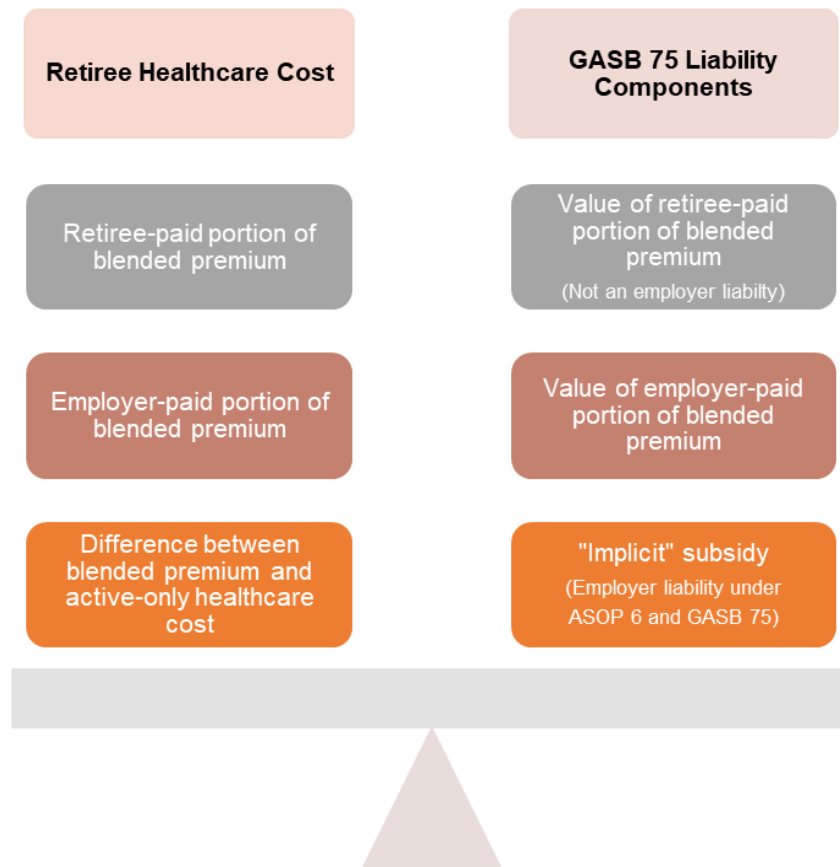
### ASOP 6 – Age-Specific Costs and Implicit Subsidy

The valuation reflects the value of an implicit subsidy equal to \$53,467.

The implicit subsidy represents the value of age-specific claims over average premiums. To determine age-specific claims, we used an age-specific claim cost matrix fitted to the average early retiree premium charged by the District.

Actuarial Standard of Practice No. 6 (ASOP 6) provides guidance in measuring OPEB obligations and determining periodic costs or actuarially determined contributions. The standard specifies that in (almost all instances), the actuary should use age-specific costs in the development of the initial per capita costs and in the projection of future benefit plan costs.

When claims experience of both active employees and retirees are pooled in determining healthcare premiums, a retiree may pay an amount based on a blended pool of members that, on average, is younger and healthier. In a pooled environment, retiree claims are covered by premiums charged to the retiree plus an added cost included in active premiums. Blended premium charged represents an “explicit” cost, while the added cost represents an “implicit” cost.





## Financial Results (continued)

### Differences from Prior Valuation

The most recent prior valuation was completed as of July 1, 2019 by DFA. The Total OPEB Liability as of that date was \$581,051, compared to \$621,600 as of July 1, 2021 (determined using a discount rate of 6.00%).

Several factors have caused the Total OPEB Liability to change since 2019:

- An increase as employees accrue more service and get closer to receiving benefits.
- A decrease from a release of benefits.
- Changes in the plan census from new employees and differences between actual and expected retirement, terminations, and deaths.
- Changes in healthcare costs from differences between actual and expected healthcare trend; and
- Changes in actuarial assumptions and methodology for the current valuation.

To summarize, the most important changes were as follows:

1. An increase of \$5,233 from the passage of time (service and interest costs less benefits paid).
2. An increase of \$48,578 resulting from population experience (terminations, retirements, and mortality) different than expected.
3. An increase of \$5,547 from changes in healthcare premiums different than expected.
4. A decrease of \$26,798 from changes in the healthcare trend rate.
5. An increase of \$7,989 from an update in the mortality assumption.

These changes from July 1, 2019 to July 1, 2021 are combined as follows:

Total OPEB Liability as of July 1, 2019	\$581,051
Passage of time	5,233
Difference between expected/actual experience	54,125
Changes in assumptions or other inputs	(18,809)
Changes in plan provisions	0
Total OPEB Liability as of July 1, 2021	\$621,600

## GASB 75 Results

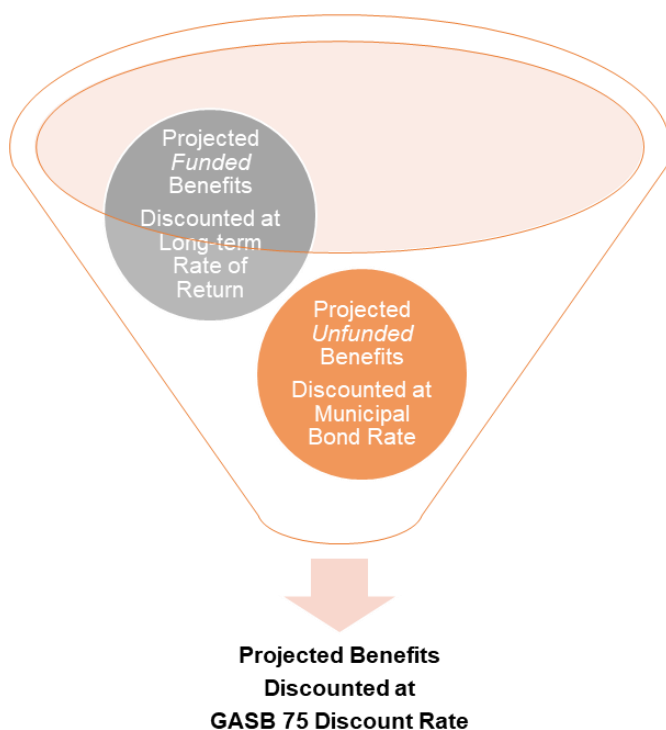
For financial reporting purposes, GASB 75 requires a discount rate that reflects the following:

- a. The long-term expected rate of return on OPEB plan investments – to the extent that the OPEB plan’s fiduciary net position is projected to be enough to make projected benefit payments and assets are expected to be invested using a strategy to achieve that return.
- b. A yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher – to the extent that the conditions in (a) are not met.

The amount of the plan’s projected fiduciary net position and the amount of projected benefit payments should be compared in each period of projected benefit payments.

Based on these requirements and the following information, we have determined a discount rate of 4.04% for GASB 75 reporting purposes:

Long-Term Expected Return on Assets	6.00%
Fidelity General Obligations AA - 20 Years Index on June 30, 2021	1.92%
GASB 75 Discount Rate	4.04%



## GASB 75 Results (continued)

### Tipton Elementary School District Net OPEB Liabilities and Expense Under GASB 75 Accrual Accounting Standard

	July 1, 2021 <sup>1</sup>		
	Long-Term Return	Municipal Bond Index	GASB 75 Rate
Discount Rate	6.00%	1.92%	4.04%
Present Value of Future Benefits			
Active	\$624,415	\$1,124,445	\$820,317
Retired	98,067	108,412	102,796
Total	\$722,482	\$1,232,857	\$923,113
Total OPEB Liability (Actuarial Liability)			
Active	\$523,533	\$811,420	\$647,756
Retired	98,067	108,412	102,796
Total	\$621,600	\$919,832	\$750,552
Plan Fiduciary Net Position (Plan Assets) <sup>a</sup>	\$115,855	\$115,855	\$115,855
Net OPEB Liability (Unfunded Actuarial Liability)	\$505,745	\$803,977	\$634,697
Sensitivity Analysis			
1% Decrease in Discount Rate	5.00%	0.92%	3.04%
Net OPEB Liability	\$568,314	\$894,392	\$710,649
1% Increase in Discount Rate	7.00%	2.92%	5.04%
Net OPEB Liability	\$449,526	\$720,233	\$565,684
1% Decrease in Trend Rate <sup>2</sup>			
Net OPEB Liability	\$442,442	\$699,900	\$554,057
1% Increase in Trend Rate <sup>3</sup>			
Net OPEB Liability	\$578,018	\$923,882	\$727,171

<sup>1</sup> For the District's financial statements, DFA will provide separate schedules with supplemental GASB 75 information.

<sup>2</sup> 3.00% for 2021-2023, 4.20% for 2024-2069, and 3.00% for 2070 and later years.

<sup>3</sup> 5.00% for 2021-2023, 6.20% for 2024-2069, and 5.00% for 2070 and later years.

<sup>a</sup> Trust balance on March 31, 2021.

## GASB 75 Results (continued)

### Net OPEB Expense

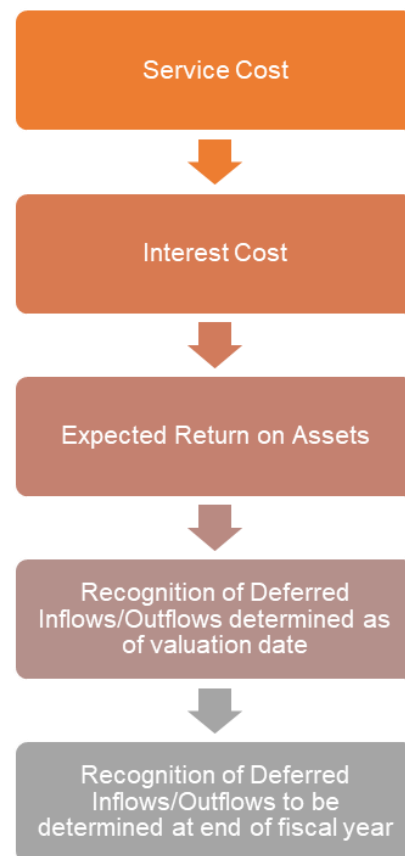
We have determined the following components of the District's Net OPEB Expense for the measurement year ending June 30, 2022: Service Cost, Interest Cost, Expected Return on Assets, and Deferred Outflows and Inflows (determined as of the valuation date).

- Service Cost represents the present value of benefits accruing in the current year.
- Interest Cost represents the interest on the Total OPEB Obligation and interest on the Service Cost.
- Expected Return on Assets is the expected return based on a 6.00% investment rate of return.
- Deferred Outflows and Inflows of Resources (determined as of the valuation date) are changes in the Net OPEB Liability resulting from differences between projected and actual plan experience, from differences between projected and actual OPEB plan investments, and from changes in assumptions.

The Net OPEB Expense will reflect additional Deferred Outflows and Inflows that will be determined based on the Net OPEB Obligation as of June 30, 2022.

We summarize results in the table on the next page. For comparative purposes, we provide service cost and interest cost at three discount rates (the expected return on assets, the municipal bond index, and the GASB 75 rate, discussed above). We determine Deferred Outflows and Inflows solely on the applicable GASB 75 rate. All amounts are net of expected future retiree contributions, if any.

DFA will be available to assist the District and its auditors in preparing the footnotes and required supplemental information for compliance with GASB 75 (and GASB 74, if applicable). In the meantime, we are available to answer any questions the District may have concerning the report.



## **GASB 75 Results (continued)**

### **Actuarially Determined Contribution and Pay-As-You-Go with Implied Subsidy**

We have calculated an actuarially determined contribution representing the Service Cost and a 30-year amortization (as a level percent of pay) of the Net OPEB Liability. We include the results in the table on the next page. We provide results at three discount rates (the expected long-term expected return on assets, the municipal bond index, and the GASB 75 rate).

An actuarially determined contribution is a potential payment to the plan determined using a contribution allocation procedure. It is not a required contribution, but a measurement commonly used to prefund OPEB benefits. We provide the amounts for illustrative purposes.

The actuarially determined contribution may be compared to the pay-as-you-go payment. The table shows the pay-as-you-go payment along with the projected implied subsidy payment.

The Funding Schedules section provides additional prefunding alternatives.

## GASB 75 Results (continued)

### Tipton Elementary School District Net OPEB Liabilities and Expense Under GASB 75 Accrual Accounting Standard

	July 1, 2021		
	Long-Term Return	Municipal Bond Index	GASB 75 Rate
Discount Rate	6.00%	1.92%	4.04%
Components of Net OPEB Expense for 2021-22			
Service Cost (beginning of year)	\$11,502	\$27,129	\$17,393
Interest Cost	37,135	17,907	30,449
Expected Return on Assets	(6,951)	(6,951)	(6,951)
Total <sup>4</sup>	\$41,686	\$38,085	\$40,891
Actuarially Determined Contribution for 2021-22			
Service Cost (mid-year)	\$11,842	\$27,388	\$17,741
Amortization of Net OPEB Liability <sup>5</sup>	25,523	23,124	24,870
Total <sup>6,7</sup>	\$37,365	\$50,512	\$42,611
Pay-As-You-Go Payment with Implied Subsidy for 2021-22			
Projected Pay-As-You-Go	\$26,304	\$26,304	\$26,304
Projected Implied Subsidy	2,475	2,475	2,475
Total	\$28,779	\$28,779	\$28,779

<sup>4</sup> Additional components are shown on the following pages. Deferred Outflows/Inflows of Resources will also include changes determined based on the Total OPEB Obligation and Plan Fiduciary Net Position as June 30, 2022.

<sup>5</sup> 30-year amortization (as a level percent of pay).

<sup>6</sup> Estimated Actuarially Determined Contribution for subsequent year:

	Long-Term Return	Municipal Bond Index	GASB 75 Rate
Actuarially Determined Contribution for 2022-23 <sup>7</sup>	\$38,486	\$52,028	\$43,889

<sup>7</sup> Total includes any adjustment for implicit subsidy. Adjustment for implicit subsidy would equal District-paid premiums on behalf of retirees (from trust and non-trust) multiplied by a factor of 0.0941.

## GASB 75 Results (continued)

### Schedule of Changes in Net OPEB Liability (July 1, 2020 to June 30, 2021)

1. Total OPEB Liability	
a. Total OPEB Liability on July 1, 2020 <sup>8</sup>	\$760,784
b. Service Cost <sup>9</sup>	19,305
c. Interest Cost	26,392
d. Benefit Payments <sup>10</sup>	(61,162)
e. Changes in plan provisions <sup>11</sup>	0
f. Difference between expected and actual experience <sup>12</sup>	67,508
g. Changes in assumptions and other inputs <sup>12</sup>	(62,275)
h. Total OPEB Liability on July 1, 2021	\$750,552
2. Plan Fiduciary Net Position	
a. Plan Fiduciary Net Position on July 1, 2020 <sup>8</sup>	\$93,853
b. Contributions <sup>10</sup>	61,162
c. Expected Investment Income	5,631
d. Benefit Payments <sup>10</sup>	(61,162)
e. Difference between actual and expected return on assets <sup>12</sup>	16,371
f. Plan Fiduciary Net Position on July 1, 2021 <sup>b</sup>	\$115,855
3. Net OPEB Liability: (1h) - (2f)	\$634,697
4. Discount Rate	
a. July 1, 2020	3.52%
b. July 1, 2021	4.04%

<sup>8</sup> From June 30, 2021 disclosure report, based on the July 1, 2019 actuarial valuation.

<sup>9</sup> Discounted from July 1, 2021 valuation.

<sup>10</sup> Includes credit toward implicit subsidy (if applicable).

<sup>11</sup> Included in Net OPEB Expense.

<sup>12</sup> Deferred (Outflow)/Inflow of Resources established as of June 30, 2021.

<sup>b</sup> Trust balance on March 31, 2021.

## GASB 75 Results (continued)

### Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

Type	Initial Amount	Date Established	Period (Years)	Annual Recognition <sup>13</sup>
Difference between expected/actual experience	0	06/30/2017	0.0	0
Difference between expected/actual return on assets	(4,263)	06/30/2017	5.0	(853)
Changes in assumptions or other inputs	0	06/30/2017	0.0	0
Difference between expected/actual experience	0	06/30/2018	0.0	0
Difference between expected/actual return on assets	(1,845)	06/30/2018	5.0	(369)
Changes in assumptions or other inputs	164,624	06/30/2018	8.8	18,707
Difference between expected/actual experience	(138,973)	06/30/2019	8.6	(16,160)
Difference between expected/actual return on assets	(190)	06/30/2019	5.0	(38)
Changes in assumptions or other inputs	15,360	06/30/2019	8.6	1,786
Difference between expected/actual experience	0	06/30/2020	0.0	0
Difference between expected/actual return on assets	5,782	06/30/2020	5.0	1,156
Changes in assumptions or other inputs	38,287	06/30/2020	8.6	4,452
Difference between expected/actual experience	67,508	06/30/2021	8.2	8,233
Difference between expected/actual return on assets	(16,371)	06/30/2021	5.0	(3,274)
Changes in assumptions or other inputs	(62,275)	06/30/2021	8.2	(7,595)

<sup>13</sup> Charge/(Credit) included in Net OPEB Expense.



## Funding Schedules

There are many ways to approach the pre-funding of retiree healthcare benefits. In the sections above, we determined the annual expense for all District-paid benefits. The expense is an orderly methodology, developed by the GASB, to account for retiree healthcare benefits. However, the GASB 75 expense has no direct relation to amounts the District may set aside to pre-fund healthcare benefits.

The table on the next page provides the District with three alternative schedules for funding (as contrasted with expensing) retiree healthcare benefits. The schedules all assume that the retiree fund earns, or is otherwise credited with, 6.00% per annum on its investments, a starting Trust value of \$115,855 as of July 1, 2021, and that contributions and benefits are paid mid-year.

The schedules are:

1. A level contribution amount for the next 20 years.
2. A level percent of the Unfunded Accrued Liability.
3. A constant percentage (3.00%) increase for the next 20 years.

We provide these funding schedules to give the District a sense of the various alternatives available to it to pre-fund its retiree healthcare obligation. The three funding schedules are simply three different examples of how the District may choose to spread its costs.

By comparing the schedules, you can see the effect that early pre-funding has on the total amount the District will eventually have to pay. Because of investment earnings on fund assets, the earlier contributions are made, the less the District will have to pay in the long run. Of course, the advantages of pre-funding will have to be weighed against other uses of the money.

The table on the following page shows the required annual outlay under the pay-as-you-go method and each of the above schedules. **The three funding schedules include the "pay-as-you-go" costs; therefore, the amount of pre-funding is the excess over the "pay-as-you-go" amount.**

### **Treatment of Implicit Subsidy**

We exclude any implicit subsidy from these funding schedules because we do not recommend that the District pre-fund for the full age-adjusted costs reflected in the liabilities shown in the first section of this report. If the District's premium structure changes in the future to explicitly charge under-age 65 retirees for the full actuarial cost of their benefits, this change will be offset by a lowering of the active employee rates (all else remaining equal), resulting in a direct reduction in District operating expenses on behalf of active employees from that point forward. For this reason, among others, we believe that pre-funding of the full GASB liability would be redundant.

## Funding Schedules (continued)

### Sample Funding Schedules (Closed Group) Starting Trust Value of \$115,855 as of July 1, 2021

Year Beginning	Pay-as-you-go	Level Contribution for 20 years	Level % of Unfunded Liability	Constant Percentage Increase for 20 years
2021	\$26,304	\$46,109	\$73,269	\$36,320
2022	29,029	46,109	66,871	37,410
2023	19,947	46,109	61,197	38,532
2024	23,810	46,109	55,929	39,688
2025	27,090	46,109	51,296	40,878
2026	35,179	46,109	47,207	42,105
2027	19,960	46,109	43,669	43,368
2028	34,460	46,109	40,253	44,669
2029	46,993	46,109	37,402	46,009
2030	46,852	46,109	34,978	47,389
2031	64,349	46,109	32,751	48,811
2032	85,188	46,109	30,868	50,275
2033	86,082	46,109	29,255	51,784
2034	39,649	46,109	27,660	53,337
2035	64,349	46,109	25,797	54,937
2036	91,871	46,109	24,197	56,585
2037	105,763	46,109	22,745	58,283
2038	127,222	46,109	21,290	60,031
2039	136,099	46,109	19,781	61,832
2040	105,547	46,109	18,002	63,687
2041	71,175	0	16,086	0
2042	28,256	0	14,372	0
2043	15,752	0	12,839	0
2044	20,148	0	11,468	0
2045	25,998	0	10,244	0
2046	32,139	0	9,151	0
2047	5,371	0	8,175	0
2048	6,922	0	7,302	0
2049	8,743	0	6,522	0
2050	10,203	0	5,826	0
2055	3,015	0	3,015	0
2060	186	0	186	0
2065	0	0	0	0
2070	0	0	0	0
2075	0	0	0	0
2080	0	0	0	0
2085	0	0	0	0

Note to auditor: when calculating the employer OPEB contribution for the year ending on the statement date, we recommend multiplying the actual District-paid premiums on behalf of retirees by a factor of 1.0941 to adjust for the implicit subsidy.

## Plan Provisions

This report analyzes the health and welfare benefit plans of the District including medical, prescription drug, dental, vision, and life insurance benefits. These benefits are offered as a package through the Self-Insured Schools of California (SISC), a pooled self-insured Joint Powers Authority. SISC also offers dental, vision and life insurance coverage. Life insurance coverage is not extended to retirees.

Upon attainment of age 58 and completion of at least 18 years of continuous District service, a Certificated or Certificated Management employee may retire and remain covered under the District's health plans at the District's expense until age 65, at which point benefits end.

Classified and Classified Management retirees are required to have at least 20 years of service as at least 6 hour/day employees to be eligible for District-paid benefits. Benefits are payable for the lesser of 5 years or until age 65, and to obtain coverage, retirees must self-pay any excess of the SISC premium over the District's annual contribution limit of \$2,000.

We understand the District has an administrative policy to extend District-paid dental and vision insurance to part-time Classified retirees (four but fewer than six hours per day). We assumed that 20 years of service is required to earn this benefit, and that benefits would be payable for the lesser of 5 years or until age 65. We have included the benefit in the valuation as part of the substantive plan (although we have not received documentation). We also assume that future benefits under this policy would be capped at \$2,000 per year.

The following table summarizes the monthly composite rates charged by SISC. Rates became effective as of October 1, 2021:

	Blue Cross 80-C \$20	Delta Dental	VSP Signature B
Active – Composite	\$1,350.00	\$98.00	\$22.10
Retiree < 65 – Single	939.00	61.00	12.40
Retiree < 65 – Two Party	1,338.00	122.00	24.80

## Valuation Data

### Retiree Census - Age distribution of retirees included in the valuation

Age	Total
Under 55	0
55-59	1
60-64	1
65+ <sup>c</sup>	1
All Ages	3
Average Age	62.3

<sup>c</sup> District-paid benefits end at age 65.

### Active Census - Age/service distribution of active employees included in the valuation

Age	Years of Service								Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+	
<25	3	0	0	0	0	0	0	0	3
25-29	2	1	0	0	0	0	0	0	3
30-34	0	4	0	0	0	0	0	0	4
35-39	1	2	1	0	0	0	0	0	4
40-44	0	1	3	4	0	0	0	0	8
45-49	1	2	1	3	6	0	0	0	13
50-54	1	2	2	2	3	1	0	0	11
55-59	0	0	2	0	0	0	2	2	6
60-64	0	0	1	0	1	1	0	1	4
65+	0	0	1	1	0	0	0	1	3
All Ages	8	12	11	10	10	2	2	4	59

Average Age: 46.7  
 Average Service: 15.6

## Actuarial Assumptions

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Valuation Date: July 1, 2021

Actuarial Cost Method: Entry Age, Level Percent of Pay

Discount Rate:

Long-term Expected Return	6.00%
Municipal Bond Index	1.92%
GASB 75	4.04%

Salary Increases: 3.00%

Withdrawal: Crocker-Sarason Table T5 less mortality, increased by 50% at all ages.  
Sample Rates:

Age	Rate
25	11.6%
35	9.4
45	6.0
55	1.4

Pre-retirement Mortality:  
Certificated Mortality Rates for active employees from CalSTRS Experience Analysis (2015-2018).

Classified Preretirement Mortality Rates from CalPERS Experience Study (1997-2015).

Postretirement Mortality:  
Certificated Mortality Rates for retired members and beneficiaries from CalSTRS Experience Analysis (2015-2018).

Classified Post-retirement Mortality Rates for Healthy Recipients from CalPERS Experience Study (1997-2015).

Retirement:

Age	Rate
55	8%
56	8%
57	8%
58	25%
59	15%
60	15%
61	25%
62	30%
63	40%
64	50%
65	100%

## Actuarial Assumptions (continued)

Medical Claim Cost: Annual Per Retiree or Spouse

Age	Medical	Dental and Vision
50	\$8,220	\$881
55	9,648	881
60	11,316	881
64	13,236	881
65	6,708	881
70	6,480	881
75	7,008	881

Percent Electing Coverage: 100%

Spouse Coverage: Future retirees: 95%  
 Current retirees: Actual dependent data used.  
 Female spouses are assumed to be three years younger than male spouses.

Medical Trend:

Year	Pre-Medicare	Medicare	Dental and Vision
2021-2023	4.00%	4.00%	3.00%
2024-2069	5.20%	4.00%	3.00%
2070+	4.00%	4.00%	3.00%

Increase in District Cap: District contributions for Classified retirees is assumed to remain unchanged for all future years.

## Actuarial Certification

The results set forth in this report are based on our actuarial valuation of the health and welfare benefit plans of the Tipton Elementary School District ("District") as of July 1, 2021.

The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the District. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the District, and (when applicable) trust statements prepared by the trustee and provided to us by the District.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 74 and GASB 75, and the existing and proposed Actuarial Standards of Practice for measuring post-retirement healthcare benefits.

Throughout the report, we have used unrounded numbers, because rounding and the reconciliation of the rounded results would add an additional, and in our opinion unnecessary, layer of complexity to the valuation process. By our publishing of unrounded results, no implication is made as to the degree of precision inherent in those results. Clients and their auditors should use their own judgment as to the desirability of rounding when transferring the results of this valuation report to the clients' financial statements.

Each undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:

A handwritten signature in blue ink, appearing to read 'Carlos Diaz', with a stylized flourish at the end.

Carlos Diaz, ASA, EA, MAAA  
Actuary



**GASB Statement No. 75**

**Supplemental Schedules  
for Tipton Elementary School District**

*Reporting Period: July 1, 2020 to June 30, 2021*  
*Measurement Period: July 1, 2019 to June 30, 2020*  
*Valuation Date: July 1, 2019*

July 26, 2021



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Note to Auditors**

DFA, LLC (DFA) has prepared the following supplemental schedules to accompany the District's actuarial valuation as of July 1, 2019 to (1) facilitate preparation of GASB 75 reporting and (2) to provide information that (if applicable) was not determinable as of the valuation date. We have prepared this supplement based on the results of our actuarial valuation and (if applicable) subsequent projections. We are available to discuss and reconcile any differences between your records and our calculations.

Our actuarial valuation report is intended to comply with GASB 75's valuation requirements (at least one every two years); the following schedules are intended to provide the reporting information specific to the applicable reporting period (July 1, 2020 to June 30, 2021), with updates to the measurement date (June 30, 2020).

**Notes to the Financial Statements for the Year Ended June 30, 2021**

**Plan Description**

*Plan administration.* The District provides a self-funded, single employer, defined benefit healthcare plan administered by Tipton Elementary School District to provide medical, prescription drug, dental, vision and behavioral health plans for all eligible active and retired District employees and their dependents. The program is intended to offer a comprehensive coverage of most medical with prescription drugs, dental and vision benefits. Authority to establish and amend the benefit terms of the plan may be amended by the District. The District is a member in a joint powers agreement (JPA) the Self-Insured Schools of California (S.I.S.C. III).

*Benefits provided.* As established by board policy, the plan covers certificated or certificated management employee who retire from the District on or after attaining age 58 with at least 18 years of service. Benefits are paid until they attain the age of 65.

Classified and classified management employees who work at least six hours a day are eligible to receive District-paid benefits on or after completing 20 years of service. Benefits are paid for the lesser of 5 years or until they attain the age of 65 and to obtain coverage, retirees must self-pay any excess of the SISC premium over the District's annual contribution limit of \$2,000.

*Plan membership.* On July 1, 2019, the most recent valuation date, membership consisted of the following:

Inactive plan members or beneficiaries currently receiving benefit payments	4
Active plan members	63

*Contributions.* The contribution requirements of plan members and the District are established and maybe amended by the District, the District's bargaining units and unrepresented groups. The required contribution is based on projected pay- as-you-go financing requirements. The District participates in the Self-Insured Schools of California GASB 45 Trust, an agent multiple-employer plan as defined in Governmental Accounting Standards Board (GASB) Statement No. 74 with pooled administrative and investment functions. The Trust was established as a mechanism for pre-funding other postemployment benefit liabilities. However, contributions are voluntarily determined by the District's own funding schedule.



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Net OPEB Liability**

The District's Net OPEB Liability was measured as of June 30, 2020 and the Total OPEB Liability used to calculate the Net OPEB Liability was determined by an actuarial valuation as of July 1, 2019. Standard actuarial update procedures were used to project/discount from valuation to measurement dates.

*Actuarial assumptions.* The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry Age, Level Percent of Pay
Valuation of fiduciary net position	Fair value of assets.
Recognition of deferred inflows and outflows of resources	Closed period equal to the average of the expected remaining service lives of all employees provided with OPEB
Salary increases	3.00 percent
Inflation rate	3.00 percent
Investment rate of return	6.00 percent, net of OPEB plan investment expense
Healthcare cost trend rate	5.90 percent for 2020; 5.80 percent for 2021; 5.70 percent for 2022; and decreasing 0.10 percent per year to an ultimate rate of 5.00 percent for 2029 and later years
Preretirement Mortality	RP-2014 Employee Mortality, without projection
Postretirement Mortality	RP-2014 Healthy Annuitant Mortality, without projection

Actuarial assumptions used in the July 1, 2019 valuation were based on a review of plan experience during the period July 1, 2017 to June 30, 2019.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. The calculated investment rate of return was set equal to the expected ten-year compound (geometric) real return plus inflation (rounded to the nearest 25 basis points, where appropriate). The table below provides the long-term expected real rates of return by asset class (based on published capital market assumptions).

Asset Class	Assumed Asset Allocation	Real Rate of Return
Broad U.S. Equity	45%	4.4%
Large Cap	25%	4.1%
U.S. Fixed	25%	1.5%
Cash Equivalents	5%	0.1%

*Discount rate.* GASB 75 requires a discount rate that reflects the following:

- a) The long-term expected rate of return on OPEB plan investments – to the extent that the OPEB plan's fiduciary net position (if any) is projected to be enough to make projected benefit payments and assets are expected to be invested using a strategy to achieve that return.
- b) A yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher – to the extent that the conditions in (a) are not met.



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

To determine a resulting single (blended) rate, the amount of the plan's projected fiduciary net position (if any) and the amount of projected benefit payments is compared in each period of projected benefit payments. The discount rate used to measure the District's Total OPEB liability is based on these requirements and the following information:

Reporting Date	Measurement Date	Long-Term Expected Return of Plan Investments (if any)	Fidelity GO AA 20 Years Municipal Index	Discount Rate
June 30, 2020	June 30, 2019	6.00%	3.13%	4.06%
June 30, 2021	June 30, 2020	6.00%	2.45%	3.52%



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

The components of the net OPEB liability were as follows:

Total OPEB liability	760,784
Plan fiduciary net position	93,853
Net OPEB liability	\$666,931
Measurement date	June 30, 2020
Reporting date	June 30, 2021
Covered employee payroll	\$3,535,455
Net OPEB liability (asset) as a percentage of covered payroll	18.86%
Plan fiduciary net position as a percentage of the total OPEB liability	12.34%

*Schedule of Changes in Net OPEB Liability (June 30, 2019 to June 30, 2020)*

<b>Total OPEB Liability</b>	
Service Cost	18,371
Interest	28,722
Changes of benefit terms	0
Difference between expected and actual experience	0
Changes in assumptions or other inputs	38,287
Benefit payments <sup>1</sup>	(27,043)
<b>Net change in total OPEB liability</b>	<b>58,337</b>
<b>Total OPEB liability – June 30, 2019 (a)</b>	<b>\$702,447</b>
<b>Total OPEB liability – June 30, 2020 (b)</b>	<b>\$760,784</b>
<b>Plan fiduciary net position</b>	
Contributions – employer <sup>1</sup>	27,043
Net investment income	(50)
Benefit payments <sup>1</sup>	(27,043)
Trustee fees	(46)
Administrative expense	(46)
<b>Net change in plan fiduciary net position</b>	<b>(142)</b>
<b>Plan fiduciary net position – June 30, 2019 (c)</b>	<b>\$93,995</b>
<b>Plan fiduciary net position – June 30, 2020 (d)</b>	<b>\$93,853</b>
<b>Net OPEB liability – June 30, 2019 (c) – (a)</b>	<b>\$608,452</b>
<b>Net OPEB liability – June 30, 2020 (d) – (b)</b>	<b>\$666,931</b>

<sup>1</sup> Amount includes any implicit subsidy associated with benefits paid (see Footnote 2).



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

*Sensitivity of the net OPEB liability to changes in the discount rate.* The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease (2.52%)	Discount Rate (3.52%)	1% Increase (4.52%)
Net OPEB liability (asset)	743,221	666,931	597,617

*Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates.* The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease (4.90% for 2020, 4.00% ultimate, 3.00% at Medicare ages)	Trend Rate (5.90% for 2020, 5.00% ultimate, 4.00% Medicare at ages)	1% Increase (6.90% 2020, 6.00% ultimate, 5.00% at Medicare ages)
Net OPEB liability (asset)	579,787	666,931	768,276



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Statement of Fiduciary Net Position**

<b>Assets</b>	
Cash, deposits, and cash equivalents	0
Receivables:	
Accrued Income	0
Total receivables	0
Investments:	
Managed account	93,853
Total Investments	93,853
Total Assets	93,853
<b>Liabilities</b>	
Payables	0
Total Liabilities	0
<b>Net position restricted for postemployment benefits other than pensions</b>	<b>\$93,853</b>
Measurement date	June 30, 2020
Reporting date	June 30, 2021

**Statement of Changes in Fiduciary Net Position**

<b>Additions</b>	
Employer contributions <sup>2</sup>	27,043
Investment income:	
Net increase in fair value of investments	(50)
Total additions	26,993
<b>Deductions</b>	
Trustee fees	46
Administrative expense	46
Benefit payments <sup>2</sup>	27,043
Total deductions	27,135
Net increase in net position	(142)
<b>Net position restricted for postemployment benefits other than pensions</b>	
Beginning of year – June 30, 2019	\$93,995
End of year – June 30, 2020	\$93,853

<sup>2</sup> Includes an implicit subsidy credit as follows:

	Trust	Non-Trust	Total
Employer contribution	\$0	\$24,637	\$24,637
Implicit subsidy credit	0	2,406	2,406
Total employer contributions	\$0	\$27,043	\$27,043
Benefit payments	\$0	\$24,637	\$24,637
Implicit subsidy credit	0	2,406	2,406
Total benefit payments	\$0	\$27,043	\$27,043



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Investments**

*Investment policy.* The District participates in the Self-Insured Schools of California (SISC) GASB 45 Trust A (Trust A), which provides governmental agencies in the state of California a mechanism for pre-funding Other Post-Employment Benefits (OPEB) liabilities.

Trust A's policy regarding the allocation of invested assets is established and may be amended by the SISC III Board of Directors by a majority vote of its members. It is the policy of the SISC III Board to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. Plan assets are managed on a total return basis. The policy will be reviewed on an annual basis, and the SISC III Board of Directors must approve any modifications made thereto.

Trust A's investment policy restricts the investment allocation of the plan. It is the guideline of the plan as of June 30, 2019 and 2020 that assets will not exceed a maximum allocation percentage by category of: equities - 70%, fixed income - 70% and non-correlating assets - 20%. It is also understood that from time to time, this will fluctuate in either direction and can be rebalanced due to market conditions.

*Rate of return.* For the year ended on the measurement date, the annual money-weighted rate of return on investments, net of investment expense, was -0.11 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts invested.

<b>Annual money-weighted rate of return, net of investment expense</b>	-0.11%
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**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

On June 30, 2021, the District's deferred outflows of resources and deferred inflows of resources to OPEB from the following sources are:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience <sup>3,4</sup>	0	106,653
Changes in assumptions or other inputs <sup>3,4</sup>	154,126	0
Differences between projected and actual return investments <sup>3,4</sup>	4,626	1,703
<b>Total</b>	<b>\$158,752</b>	<b>\$108,356</b>
Contributions after the measurement date <sup>5</sup>	61,162	0
<b>Total with contributions after measurement date</b>	<b>\$219,914</b>	<b>\$108,356</b>

<sup>3</sup> Measured on June 30, 2020.

<sup>4</sup> See Schedule of Deferred Outflows and Inflows of Resources for additional information.

<sup>5</sup> District contributions made after the measurement date, which will be recognized as a reduction of the Net OPEB Liability in the year ending June 30, 2021. To be completed/reviewed by auditor. Includes credit for implicit subsidy equal to a \$5,445.

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

Fiscal Year ending June 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2022	26,101	(17,418)
2023	26,101	(16,567)
2024	26,101	(16,198)
2025	26,101	(16,160)
2026	24,947	(16,160)
2027	21,206	(16,160)
2028	5,524	(9,693)
2029	2,671	0
2030	0	0





**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Schedule of Deferred Outflows of Resources**

Year	Type	Category	Initial Base	Amortization Period	Annual Recognition	Current Balance
2017	Deferred Outflow	Difference between expected and actual experience	0	0.0	0	0
2017	Deferred Outflow	Changes in assumptions or other inputs	0	0.0	0	0
2017	Deferred Outflow	Net difference between projected and actual earnings on plan investments	0	0.0	0	0
2018	Deferred Outflow	Difference between expected and actual experience	0	0.0	0	0
2018	Deferred Outflow	Changes in assumptions or other inputs	0	0.0	0	0
2018	Deferred Outflow	Net difference between projected and actual earnings on plan investments	0	0.0	0	0
2019	Deferred Outflow	Difference between expected and actual experience	0	0.0	0	0
2019	Deferred Outflow	Changes in assumptions or other inputs	164,624	8.8	18,707	108,503
2019	Deferred Outflow	Net difference between projected and actual earnings on plan investments	0	0.0	0	0
2020	Deferred Outflow	Difference between expected and actual experience	0	0.0	0	0
2020	Deferred Outflow	Changes in assumptions or other inputs	15,360	8.6	1,786	11,788
2020	Deferred Outflow	Net difference between projected and actual earnings on plan investments	0	0.0	0	0
2021	Deferred Outflow	Difference between expected and actual experience	0	8.6	0	0
2021	Deferred Outflow	Changes in assumptions or other inputs	38,287	8.6	4,452	33,835
2021	Deferred Outflow	Net difference between projected and actual earnings on plan investments	5,782	5.0	1,156	4,626
					Total	158,752



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Schedule of Deferred Inflows of Resources**

Year	Type	Category	Initial Base	Amortization Period	Annual Recognition	Current Balance
2017	Deferred Inflow	Difference between expected and actual experience	0	0.0	0	0
2017	Deferred Inflow	Changes in assumptions or other inputs	0	0.0	0	0
2017	Deferred Inflow	Net difference between projected and actual earnings on plan investments	0	0.0	0	0
2018	Deferred Inflow	Difference between expected and actual experience	0	0.0	0	0
2018	Deferred Inflow	Changes in assumptions or other inputs	0	0.0	0	0
2018	Deferred Inflow	Net difference between projected and actual earnings on plan investments	4,263	5.0	853	851
2019	Deferred Inflow	Difference between expected and actual experience	0	0.0	0	0
2019	Deferred Inflow	Changes in assumptions or other inputs	0	0.0	0	0
2019	Deferred Inflow	Net difference between projected and actual earnings on plan investments	1,845	5.0	369	738
2020	Deferred Inflow	Difference between expected and actual experience	138,973	8.6	16,160	106,653
2020	Deferred Inflow	Changes in assumptions or other inputs	0	0.0	0	0
2020	Deferred Inflow	Net difference between projected and actual earnings on plan investments	190	5.0	38	114
2021	Deferred Inflow	Difference between expected and actual experience	0	8.6	0	0
2021	Deferred Inflow	Changes in assumptions or other inputs	0	8.6	0	0
2021	Deferred Inflow	Net difference between projected and actual earnings on plan investments	0	5.0	0	0
					Total	108,356



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Net OPEB Expense**

The District's Net OPEB expense was \$50,134.

Net OPEB Liability – beginning (a)	\$608,452
Net OPEB Liability – ending (b)	\$666,931
Change in Net OPEB Liability [(b)-(a)]	58,479
Change in Deferred Outflows	(17,968)
Change in Deferred Inflows	(17,420)
Employer Contributions	27,043
Adjustment	0
Net OPEB Expense – June 30, 2019 to June 30, 2020	\$50,134

Service Cost	18,371
Interest Cost	28,722
Expected Return on Assets	(5,640)
Changes of benefit terms	0
Recognition of Deferred Outflows and Inflows	
Differences between expected and actual experience	(16,160)
Changes of assumptions	24,945
Differences between projected and actual investments	(104)
Total	8,681
Adjustment	0
Net OPEB Expense – June 30, 2019 to June 30, 2020	\$50,134

**Actuarially Determined Contribution**

The actuarially determined contributions from the most recent actuarial valuation are:

Actuarially Determined Contribution for year ending June 30, 2020 <sup>6</sup>	\$38,442
Actuarially Determined Contribution for year ending June 30, 2021 <sup>6</sup>	39,595

Valuation Date	July 1, 2019
Discount Rate (Expected Long-term Return on Assets)	6.00%
Salary Increases	3.00%

<sup>6</sup> For purposes of reporting the comparison between actual employer OPEB contributions and the actuarially determined contribution, we recommend adjusting actual employer OPEB contributions for any associated implicit subsidy: Adding \$2,406 for year ending June 30, 2020 and \$5,445 for year ending June 30, 2021.



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Journal Entries<sup>7</sup>**

Net OPEB Expense Journal Entries - June 30, 2021 Reporting Date

		<b>Debit</b>	<b>Credit</b>
Differences between Expected and Actual Experience	Deferred Outflows	\$0	\$0
	Deferred Inflows	16,160	0
Change in Assumptions and Other Inputs	Deferred Outflows	13,342	0
	Deferred Inflows	0	0
Differences between Projected and Actual Investment Earnings	Deferred Outflows	2,963	0
	Deferred Inflows	2,923	0
Net OPEB Liability/(Asset)		0	(85,522)
Net OPEB Expense/Credit		50,134	0
<i>Total</i>		<i>\$85,522</i>	<i>\$(85,522)</i>

Employer Contribution Journal Entries - June 30, 2021 Reporting Date

		<b>Debit</b>	<b>Credit</b>
Contributions paid July 1, 2019 to June 30, 2020	Net OPEB Liability/(Asset)	\$27,043	\$0
	Deferred Outflows	0	(27,043)
	Other Healthcare (Implicit Subsidy)	0	0
	Contributions Expense	0	0
Contributions paid July 1, 2020 to June 30, 2021 <sup>8</sup>	Deferred Outflows	\$61,162	\$0
	Other Healthcare (Implicit Subsidy) <sup>9</sup>	0	(5,445)
	Contributions Expense	0	(55,717)
<i>Total</i>		<i>\$88,205</i>	<i>\$(88,205)</i>

<sup>7</sup> Provided for reference. Actual entries may differ. DFA is available to discuss any differences.

<sup>8</sup> To be completed using audited actual contributions made after the measurement date. DFA is available to complete when audited actual contributions are available.

<sup>9</sup> Debit equal to total employer contributions plus adjustment for implicit subsidy.

<sup>10</sup> Credit equal to adjustment for implicit subsidy.

<sup>11</sup> Credit equal to total employer contributions (before adjustment for implicit subsidy).



**Tipton Elementary School District  
Post-Employment Medical Benefits Plan**

**GASB 75 Disclosure Information**

**Actuarial Certification**

The results set forth in this supplement are based on our actuarial valuation of the health and welfare benefit plans of the Tipton Elementary School District as of July 1, 2019.

The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the District. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the District, and (when applicable) trust statements prepared by the trustee and provided to us by the District.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 74 and GASB 75, and the existing and proposed Actuarial Standards of Practice for measuring post-retirement healthcare benefits.

Each undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:



Carlos Diaz, ASA, EA, MAAA  
Actuary

Cassandra Cunha  
Business Manager  
Tipton Elementary School District  
P.O. Box 787  
370 N. Evans Road  
Tipton, CA 93272

**5. ADMINISTRATIVE: Action items:**

**5.11** Consider and Approve One Teacher to be Permitted to Move Two Columns on the Certificated Salary Schedule Due to a Clerical Error

Memorandum of Understanding between district and Gina Manfredi-Magaña

Regarding units of advanced preparation

July 27, 2021

The Tipton School District and Gina Manfredi-Magaña, jointly known as the parties enter into this Memorandum of Understanding (MOU) regarding the issue of units of advanced preparation.

On April 20, 2017, Gina Manfredi-Magaña received a letter from acting business manager for Tipton School District, Anthony Hernandez, stating current units of 45 were on file. Gina Manfredi-Magaña submitted transcripts from College of the Sequoias summer of 2019 of 10 units.

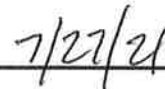
On March 30, 2020, acting business manager for Tipton School District, Maryann Henry stated that Gina Manfredi-Magaña had 51.5 units. Gina Manfredi-Magaña submitted an additional 10 units from University of the Pacific and College of the Sequoias. Gina Manfredi-Magaña and business manager Maryann Henry in July 24, 2020 agreed that Gina Manfredi-Magaña had a total of 61.5 units moving over to Class IV on the Certificated Salary Schedule.

During summer of 2021, Gina Manfredi-Magaña completed an additional 12 units from the University of the Pacific to move from Class IV to Class V on the Certificated Salary Schedule.

The current business manager for Tipton School District, Cassandra Cunha, discovered a discrepancy made by the two former business managers of Tipton School District which resulted in Gina Manfredi-Magaña being 2 units short of Class V. The parties understand that the error was made unintentionally by former business managers. Therefore, Gina Manfredi-Magaña requests permission from the Tipton School District to allow Gina Manfredi-Magaña to obtain the 2 units Gina is short to move to Class V on the Certificated Salary Schedule in the 2021-2022 school year.




Teacher Signature



Date



Superintendent Signature of Approval



Date



**5. ADMINISTRATIVE: Action items:**

**5.12 Surplus of Damaged and or Outdated Technology Devices**

Serial Number	Make	Model
NXGM9AA00371505B9B7600	Acer	C731
NXGM9AA00374007F0C7600	Acer	C731
NXGM9AA00371505C3E7600	Acer	C731
NXGM9AA00371505C857600	Acer	C731
NXGM9AA0037391220D7600	Acer	C731
NXGM9AA00374007F297600	Acer	C731
NXGM9AA0037391222A7600	Acer	C731
NXGM9AA00374007F327600	Acer	C731
NXGM9AA00371505C877600	Acer	C731
NXGM9AA003739122497600	Acer	C731
NXGM9AA00371505CA57600	Acer	C731
NXGM9AA00371505CAC7600	Acer	C731
NXGM9AA00374007F587600	Acer	C731
NXGM9AA00374007F4A7600	Acer	C731
NXGM9AA00371505CE47600	Acer	C731
NXGM9AA00371505D037600	Acer	C731
NXGM9AA00371505C687600	Acer	C731
NXGM9AA00371505C9F7600	Acer	C731
NXGM9AA00371505C9D7600	Acer	C731
NXGM9AA00371505CA07600	Acer	C731
NXGM9AA00371505CB07600	Acer	C731
NXEF2AA002715013837600	Acer	C740
NXEF2AA00270623BCF7600	Acer	C740
NXSHEAA006439070657600	Acer	C720
NXMJAAA0044200FB047600	Acer	C720
NXEF2AA00270623C337600	Acer	C740
NXMJAAA0044200FCDC7600	Acer	C720
NXSHEAA0064390704C7600	Acer	C720
NXEF2AA00270623BF57600	Acer	C740
NXMJAAA0044200FC757600	Acer	C720
NXSHEAA006439070677600	Acer	C720
NXMJAAA0044200FCC47600	Acer	C720
NXSHEAA006439070997600	Acer	C720
NXSHEAA006433142847600	Acer	C720
NXSHEAA0064390700A7600	Acer	C720
NXMJAAA0044200FC7A7600	Acer	C720
NXEF2AA002715013CB7600	Acer	C740
NXMJAAA00443315A5F7600	Acer	C720
NXMJAAA0044200FC9D7600	Acer	C720
NXMJAAA0044200FCDA7600	Acer	C720
NXMJAAA0044200FF8B7600	Acer	C720
NXMJAAA0044200FAF17600	Acer	C720
NXMJAAA0044201001C7600	Acer	C720
NXSHEAA0064390706D7600	Acer	C720
NXSHEAA0064390706F7600	Acer	C720

NXSHEAA0064331427D7600	Acer	C720
NXMJAAA0044200FAE27600	Acer	C720
NXMJAAA0044200FAF97600	Acer	C720
NXSHEAA0064420FD4C7600	Acer	C720
NXSHEAA00643827A107600	Acer	C720
NXMJAAA0044201003E7600	Acer	C720
NXSHEAA006439070A07600	Acer	C720
NXEF2AA00270623BB27600	Acer	C740
NXSHEAA006438347287600	Acer	C720
NXMJAAA00443315A137600	Acer	C720
NXSHEAA00643827A057600	Acer	C720
NXEF2AA002715013D27600	Acer	C740
NXSHEAA0064420FC027600	Acer	C720
NXSHEAA006439070567600	Acer	C720
NXSHEAA0064331428E7600	Acer	C720
NXMJAAA004420100027600	Acer	C720
NXMJAAA0044200FEF07600	Acer	C720
NXEF2AA00270817EC07600	Acer	C740
NXEF2AA00270623BC57600	Acer	C740
NXEF2AA002641119207600	Acer	C740
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NXMJAAA0044200FFFC7600	Acer	C720
NXEF2AA00270817E827600	Acer	C740
NXMJAAA004420100447600	Acer	C720
NXSHEAA0064411A2707600	Acer	C720
NXMJAAA0044200FFE27600	Acer	C720
NXSHEAA00643807A887600	Acer	C720
NXMJAAA0044200FB007600	Acer	C720
NXSHEAA006433142827600	Acer	C720
NXMJAAA004420100367600	Acer	C720
NXSHEAA00643906FC87600	Acer	C720
NXSHEAA00643906B427600	Acer	C720
NXEF2AA00270623BB07600	Acer	C740
NXEF2AA002715013567600	Acer	C740
NXMJAAA0044201004A7600	Acer	C720
NXMJAAA004420100127600	Acer	C720
NXSHEAA0064390705A7600	Acer	C720
NXMJAAA004420100267600	Acer	C720
NXEF2AA002641119577600	Acer	C740
NXMJAAA0044200FC9C7600	Acer	C720
NXSHEAA006433142B87600	Acer	C720
NXSHEAA006439070517600	Acer	C720
NXMJAAA0044200FAE67600	Acer	C720
NXMJAAA0044200FEF57600	Acer	C720
NXSHEAA006438077B07600	Acer	C720
NXSHEAA00643807AAB7600	Acer	C720

NXMJAAA0044200FCCB7600	Acer	C720
NXEF2AA002641117CF7600	Acer	C740
NXSHEAA00643807E1F7600	Acer	C720
NXSHEAA0064331428C7600	Acer	C720
NXMJAAA0044200FAD07600	Acer	C720
NXGM9AA00371505CB37600	Acer	C731
NXGM9AA00374007F597600	Acer	C720
5CD8354HFB	HP	G6 EE
5CD8327XRW	HP	G6 EE
5CD8327XT4	HP	G6 EE
5CD0177MT2	HP	G8 EE
5CD0177PS9	HP	G8 EE
5CD0177PSJ	HP	G8 EE
5CD0177P46	HP	G8 EE
5CD0177PNM	HP	G8 EE
5CD0520NLG	HP	G8 EE
5CD0177P40	HP	G8 EE
5CD0177PSC	HP	G8 EE
5CD0177PSZ	HP	G8 EE
5CD0520N1X	HP	G8 EE
5CD0521DY3	HP	G8 EE
5CD0177PPT	HP	G8 EE
5CD0177P1R	HP	G8 EE
5CD0177PRR	HP	G8 EE
5CD0177PQP	HP	G8 EE
5CD0177PX4	HP	G8 EE
5CD0177PRP	HP	G8 EE
5CD0177PSG	HP	G8 EE
5CD0177PP3	HP	G8 EE
5CD0177PV4	HP	G8 EE
5CD0177MRN	HP	G8 EE
5CD0177PR3	HP	G8 EE
MP1V82L7	Lenovo	100e
NXEF2AA00270623B307600	Acer	C740
NXSHEAA006439070A77600	Acer	C720
5CD8326H2J	HP	G6 EE
5CD8326ZN5	HP	G6 EE
5CD8354JL8	HP	G6 EE
5CD8327XQZ	HP	G6 EE
NXGM9AA00371505D607600	Acer	C731
NXGM9AA0037150598F7600	Acer	C731
5CD0177PY3	HP	G8 EE
5CD0177P5T	HP	G8 EE
5CD0177PNZ	HP	G8 EE
5CD0177MS5	HP	G8 EE
5CD0177P3S	HP	G8 EE

5CD0177P4H  
5CD0177PTK

HP  
HP

G8 EE  
G8 EE

IMEI

860006044228779

860006044241350

860006044240436

860006044244560

860006044252506

860006044256259

860006044236285

860006044296131

860006044314058

860006044259204

860006044309868

**5. ADMINISTRATIVE: Action items:**

**5.13** California School Boards Association Gamut Service Agreement

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

This Agreement is entered by and between the California School Boards Association (“CSBA”) and Tipton ESD of Tipton, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

**1. Term and Renewal.** CSBA shall provide the services described in this Agreement on an annual basis from July 1<sup>st</sup> to June 30<sup>th</sup>. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30<sup>th</sup> of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1<sup>st</sup> to JUNE 30<sup>th</sup> (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

**2. Grant of License.** Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

**3. Fees.** For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

**4. User Accounts.** Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

**5. Training and Technical Support.** All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

**6. Proprietary Rights.** Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade



**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

**7. Data and Records.** CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**8. Warranty.** CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

**9. Limit of Liability.** IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

**10. Termination.** This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

**11. Compliance with Laws.** Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

**12. Indemnification and Duty to Defend.** Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

**13. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**14. Modification.** The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

**15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**16. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

**California School Boards Association**

**Tipton ESD**



\_\_\_\_\_  
Elaine Yama-Garcia, Esq.  
Assistant Executive Director  
Policy & Governance Technology Services

\_\_\_\_\_  
6/2/2021  
Date



\_\_\_\_\_  
Signature  
Stacy Bettencourt  
Printed Name

\_\_\_\_\_  
Superintendent  
Title

\_\_\_\_\_  
6/29/2021  
Date

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee <sup>2</sup>	N/A
On Site Training Fee <sup>3</sup>	N/A

**California School Boards Association**



\_\_\_\_\_  
Elaine Yama-Garcia, Esq.  
Assistant Executive Director  
Policy & Governance Technology Services

6/2/2021  
\_\_\_\_\_  
Date

**Tipton ESD**



\_\_\_\_\_  
Signature  
Stacy Bettencourt  
\_\_\_\_\_  
Printed Name

Superintendent  
\_\_\_\_\_  
Title

6/29/2021  
\_\_\_\_\_  
Date

<sup>2</sup> Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

<sup>3</sup> On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**ATTACHMENT A**

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

<b>Module</b>	<b>Annual Fee</b>
GAMUT Policy	\$1,715 (Existing Service)
GAMUT Policy Plus	\$2,080 (Existing Service)
GAMUT Meetings	Currently not subscribed

**GAMUT Policy** provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.<sup>1</sup> The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include an individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

**GAMUT Policy Plus** provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

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<sup>1</sup> CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

**5. ADMINISTRATIVE: Action items:**

**5.14** Approve Student Handbook for 2021-2022

# **TIPTON ELEMENTARY SCHOOL HANDBOOK**

## **INTRODUCTION**

The following handbook is intended as a guideline for parents and students to become familiar with the procedures and rules of Tipton Elementary School. Please read the handbook to become knowledgeable and comfortable with the regulations and expectancies of the Tipton Elementary School District.

## **TIPTON ELEMENTARY SCHOOL DISTRICT**

### **BOARD OF EDUCATION TRUSTEES**

**Mr. Greg Rice, President**

**Mrs. Iva Sousa, Clerk**

**Mr. John Cardoza, Member**

**Mr. Fernando Cunha, Member**

**Mrs. Shelley Heeger, Member**

### **DISTRICT ADMINISTRATORS**

**Mrs. Stacey Bettencourt, Superintendent**

**Dr. Cherie Solian, Principal**

**Affirmative Action Officer, Title IX and Section 504 Coordinator**

**Tipton Elementary School District Office  
P.O. Box 787 (370 North Evans) Tipton, CA 93272  
(559) 752-4213**

*Handbook Revised on 7/2021*

# TIPTON ELEMENTARY SCHOOL STAFF

## 2021-2022

### ADMINISTRATIVE:

Stacey Bettencourt	Superintendent
Cherie Solian Ed.D	Principal

### INSTRUCTIONAL:

Christina Diaz	TK/Kindergarten, Room 101	
Julie Lowry	Kindergarten Room 102	
Lori Smith	Kindergarten, Room 104	
Stacy Richmond	Grade 1, Room 108	
Laura Moreno	Grade 1, Room 110	
Dawn Taylor	Grade 1, Room 107	
Ruth Medina	Grade 2, Room 202	
Danielle Bickers	Grade 2, Room 203	
Jennifer Hatfield	Grade 2, Room 204	
Diana Avila	Grade 3, Room 302	
Tiffani Benedetti	Grade 3, Room 303	
Jacob Munoz	Grade 3, Room 301	
Danielle Gilbert	Grade 3, Room 201	
Laura Landeros	Grade 4, Room 403	
Linda McReynolds	Grade 4, Room 404	
Tamara Morton	Grade 4, Room 401	
Luz Valencia	Grade 5, Room 501	
Debbie Gilbert	Grade 5, Room 502	
Nicole Tidwell	Grade 5, Room 402	
Leecia Rocha	Grade 6, Room 604	
Jessica Hurtado	Grade 6, Room 608	
Janet Uresti	Grade 6, Room 503	
Tamara Lampe	Grade 7, Room 504	
Jason Marroquin	Grade 7, Room 602	
Tim Starling	Grade 7, Room 603	
Michelle Nuckols	Grade 8, Room 607	
Georgina Burrell	Grade 8, Room 601	
	Gina Manfredi -Magana	Grade
	8, Room 606	
Desiree Heinks	Resource Teacher	

### CLASSIFIED STAFF OFFICE:

Cassandra Cunha	Business Manager
Mayra Gomes	District Secretary
Gloria Burris	Attendance/Health Clerk
Yvonne Mendoza	Confidential Administrative Assistant

### LIBRARY TECHNICIAN AIDE:

Megan Rice



**TECHNOLOGY:**

Kevin Brown

**CAFETERIA:**

Connie Sanchez

Food Service Manager

Lidia Rocha

Cook Helper

Sandra Cunha

Cook Helper

Mary Martinez

Cook Helper

Minerva Mendoza

Cook Helper

**MAINTENANCE/OPERATIONS/TRANSPORTATION:**

Fausto Martin

MOT Director

Raul Bravo

Bus Driver/Custodian/Grounds/General Maintenance

Hector Cardenas

Bus Driver/Custodian/Grounds/General Maintenance

Bradley England

Bus Driver/Custodian/Grounds/General Maintenance

Kristina Walters

Bus Driver/Custodian/Grounds/General Maintenance

Santiago Moreno

Bus Driver/Custodian/Grounds/General Maintenance

Pedro Sanchez

Custodian/General Maintenance

**INSTRUCTIONAL AIDES and TUTORS:**

Kathy Aguiar

Kathy Haller

Silvia Domínguez

Anabela Lourenco

Sue Jones

Ophelia Solís- Material Aide

Diane Pelaiz

Gloria Alvarez

Debbie Santos

Leonora Acosta

Jenny Sanchez

**COUNTY SUPPORT STAFF:**

Rachel Mendes

County RSP

Brenda Villareal

RSP Aide

Marisa Wright

County Speech and Language

Sylvia Rodriguez

County Psychologist

TBD

Community Outreach

Lilia Perez, Supervisor

County Pre-school, Room 103

Christina Rodriguez

School Nurse

Krystal Yang

LVN

**EARLY STEPS TO SUCCESS**

Virginia Almeida

**Special Friends Aide**

Jessica Aguirre

**AFTER SCHOOL STAFF**

Jenny Mendoza

ASES Coordinator

Byanca Contreras

Instructional Aide

Yareli Martiniz

Instructional Aide

Stephanie Solis

Instructional Aide

Yaritsa Chavarin

Instructional Aide

## **SCHOOL PROCEDURES AND RULES**

*Parents and guardians of enrolled pupils have the option to enroll their children in in-person instruction or Independent Study for the 2021-2022 school year.*

### **Safety Measures for TESD**

The following guidelines and procedures have been developed to ensure the safety of all students and staff when on campus. CDPH will continue to assess conditions on an ongoing basis, and will determine no later than November 1, 2021, whether to update mask requirements or recommendations.

### **Masks**

- Masks are optional outdoors for all school settings.
- All K-12 students are required to wear a mask indoors, with exemptions per [CDPH face mask guidance](#). Adults in K-12 school settings are required to mask when sharing indoor spaces with students.
- Masks will be required on all school busses and vehicles.
- Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
- Masks will be provided for students who forget to bring one or do not have a facemask. Extra masks are located on all school busses, school vehicles, in classrooms and the main office on campus.
- In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others.

### **Physical Distancing**

Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are implemented. This is consistent with [CDC K-12 School Guidance](#).

### **Absences:**

The only legal excuses for absence/tardy from school are illness, doctor/dental appointments, and death in the immediate family, or a personal absence (see below). When a student is absent the easiest method to clear an absence is to phone the office (752-1230) to verify the reason. *This call should be made on the day of absence.* Should verification by phone not occur, please send a note explaining the absence with the child on his/her first day of return to class. *Tardy students must*

bring in a note explaining their lateness or be accompanied by a parent who will explain the tardy. A student is considered truant after 30 minutes after school begins.

**Personal Absence:**

The State of California will no longer allow student absences for personal reasons. Parents who determine their student(s) must be absent for any compelling reason should contact the school at least one week in advance so that Independent Study work can be assigned to help the student keep up in coursework. **A minimum of 5 days is needed for Independent Study enrollment.**

**Check-out Procedure:**

During the school day, students are not to leave campus without checking-out through the office. A parent must sign their student out through the office.

**Office Use:**

The office is a place of business and should be regarded as such by students. Legitimate reasons for coming to the office include:

- Being sent in by a teacher or other staff
- Being called to the office
- Conference with office staff
- Emergency phone calls (Must have a pass)
- To take prescribed medication
- Illness

When waiting in the office, the student must remain quiet and orderly or he/she will lose office privileges.

**Out of Class:**

Any student out of class during instructional time should have a pass either from the teacher or office personnel.

**Phone Use:**

The phone is to be used by school employees. The office or classroom phones are not to be used by students for personal use. Personal calls may include but are not limited to transportation problems, and forgotten homework. Emergency phone calls do require a note from a teacher if the student goes to the office to phone.

**Cell Phones:** Students may not use cell phones during the school day. Students must keep their phones turned off and in their backpacks or personal bags. Students are not allowed to use their cell phones while on campus unless there is a school emergency. Students who do not follow the rules will lose the privilege of bringing a phone to school. 1<sup>st</sup> offense: phone will remain with the principal until the end of the day. 2<sup>nd</sup> offense: parents will be required to pick up the cell phone and the student may not bring it back to school for the remainder of the semester. 3<sup>rd</sup> offense: the student may not bring a cell phone to school for the remainder of the current school year. There is no need for a student to use a cell phone during the school day. Parents may contact the school if they need to reach their child for any reason.

**Medication:**

Any medication a student has to take must be kept in the office. By law, no student may take any medicine except a prescription in its original container. Even aspirin must have a doctor's note before we may allow a student to take it. A parent may come to school and give his/her child an over-the-counter medication.

**Accidents:**

Any student, who is injured on the way to school, while at school, or on the way home from school must report the accident to the school office the day of the injury.

**Bus Rules:**

Bus students are expected to understand that bus riding is a privilege, not a right. Proper behavior is expected from all students when they are on the bus and when they are waiting for the bus at school and at the neighborhood stops. Students who don't follow rules will be issued citations by the bus drivers or office personnel and may lose their transportation privilege.

At the conclusion of the school day, all bus riding students must report immediately to the bus loading area. Students who waste time and miss the bus will phone home for transportation.

**Walking Students:**

**Walking students are not allowed on campus before 8:00 A.M. Supervision is not provided before this time.** This arrival time also applies to students dropped off by parents and those who ride bikes to school.

**Bicycle Rules:**

Students, who ride their bicycles, are expected to follow these rules:

1. Bicycles are not to be ridden on campus.
2. All bicycles must be put in the bike racks and locked. (Students must provide their own locks.)
3. Department of Motor Vehicles laws must be obeyed.
4. The district is not responsible for damages/theft.

**Lunch/Breakfast Procedure:**

The Tipton School Board of Education has established a policy regarding the breakfast and lunch program. The district continues to participate in the USDA Provision II program whereby all students will be provided meals free of charge.

Any student that chooses to bring a sack lunch to school has the option to purchase milk, if he/she chooses too. Milk is only provided free with a school meal. Students may bring juice with their sack lunch but soft drinks and candy are not permitted. Additionally, sodas may not be brought to school to add to the school lunch program meal.

- Milk prices for students and adults is \$0.25
- Adult Meals may be purchased in the office for the following prices:  
Breakfast...\$2.40 Lunch...\$3.95

**Cafeteria Rules:**

Students who eat in the cafeteria will enter in a single file with teacher directions. After entering, students are to sit as directed by the adult on duty. Students will be excused by an adult. Students are required to show appropriate behavior while in line and while in the cafeteria. No yelling or throwing food will be allowed in the cafeteria. Students are not allowed to share food. Students displaying improper behavior may lose the opportunity to be in the cafeteria during the lunch period.

**Flag Salute:**

State law requires that the American Flag Salute or a patriotic exercise be held in every classroom each morning.

**Saturday School:**

Students in grades 4-8 who have excessive absences or tardies, homework issues, classroom assignments and/or discipline issues will be required to attend Saturday School in order to make up missing days and/or work. Saturday School takes place once or twice a month depending on need. Saturday School is in session from 8:15 AM to 11:45 AM. Parents are responsible for providing transportation to and from Saturday School.

**Candy and Gum:**

*Candy, gum and seeds are not allowed on campus.* Students with candy, gum, or seeds will have those items confiscated. Students who abuse this rule will lose extracurricular activities, sporting events, or other special school events. First offence will result in detention. Second offence will also be assigned to Saturday School. Students that defy the rule habitually will be suspended at the third offense.

**Closed Campus:**

Tipton School is a closed campus. This means that once a student arrives at school, he/she is not allowed to leave the campus. A student can only leave campus when accompanied by his/her parent(s) or guardian. Also, students who have a signed permission slip on file, to allow them to go home for lunch, will be allowed to go off campus. Students going home for lunch must be under the direct supervision of their parents. It is the student's responsibility to sign in and out before leaving campus. Students must return to campus in time for class or their privileges will be revoked.

**Report Cards:**

Report cards are given out during parent conferences during the first quarter. All other report cards are sent home with students or mailed. Students with outstanding debts owed the school will have report cards held. Parents will be given prior notice of any outstanding debt.

**Progress Reports:**

At approximately the middle of each quarter, progress reports will be mailed to parents if their child is having academic problems. Parents should contact the teacher(s) sending the report to discuss the problem and what steps need to be taken for improvement.

**Parent Conference:**

PARENTS ARE INVITED AND ENCOURAGED TO CONFERENCE WITH THEIR CHILD'S TEACHER(S) ANY TIME DURING THE SCHOOL YEAR. If a parent has a question, concern, or just wants to check on the progress of their student, a phone call should be made to the office to schedule an appointment with your child's teacher.

Formal parent conferences are scheduled two times a year. Information regarding dates and times for conferences is sent home with students prior to conferencing.

**Graduation Requirements**

The Tipton Elementary School Board has established requirements for earning a diploma and participating in the graduation ceremony from the eighth grade at Tipton Elementary School. **Students who do not earn the privilege of graduation may attend the ceremony with appropriate adult supervision, but may not attend the dance held on the last day of school.**

Diplomas will not be granted to Eighth Grade students who have not met the graduation requirements:

- ✓ Pass the United States/State/Local Government test
- ✓ Earned a cumulative Grade Point Average of 2.0 or higher
- ✓ Pay any and all outstanding debts owed to Tipton Elementary School District

Participation in graduation Ceremony will be denied to any student who:

- Did not earn a Diploma
- Has attended less than 85% of the school attendance year
- Has been late to school and/or classes for more than 20% of the school days
- Has not cleared all detention time
- Has been suspended more than one time during the current school year
- Has had frequent and/or numerous discipline problems for violating school rules

**Visiting the School:**

All parents are encouraged to visit the school. All visitors must check into the office before visitation and obtain a "Visitor's Pass". If parents wish to visit a classroom, arrangements for the visit should be made ahead of time, so the classroom educational progress is not interrupted.

**Volunteering for Field Trips:**

Volunteers are required to complete the District's Volunteer Application form, and the completed form must be on file in the principal's office prior to commencement of service. Those who wish to volunteer for the 8<sup>th</sup> grade trip must have all documents submitted by February 15<sup>th</sup> of each year. Please refer to the Parent Volunteer Rubric for more information.

**Dress Code:**

The Tipton School Board of Education has established a dress code for all students. A copy of Acceptable and non-acceptable attire is on page **20** of this handbook.

- 1<sup>st</sup> violation-after school and/or game detention
- 2<sup>nd</sup> violation- after school detention and Saturday School
- 3<sup>rd</sup> violation-Students will be suspended for defying school rules.

Students will also lose the right to attend special school activities (including sports and trips) for each violation.

### **School Ground Rules:**

All students must stay in campus areas that are supervised and follow supervisors' directions. Hallways and building areas are off limits during breaks. Bathrooms are to be used for intended purposes only---no loitering. Inappropriate actions will be referred to the office.

### **Playground Rules**

- All equipment is used for its original intention
- Walk on concrete, run on grass.
- Do not play in hallways, walkways, restrooms.
- No climbing or standing on fences.
- Freeze when the whistle blows, walk to line up.
- Big Red/Monkey Bars: Walking only, on bottom down slides. Climb up and down ladders facing in. Cross overhead bars with hands.
- Caterpillar: Climbing in one direction, always facing towards the ladder.
- Slide: No climbing up slide.
- Monkey Bars: Going one direction only.
- Swings: Single person on swing, on bottom. Waiting students count from the blue pole line. No pushing of students on swings or standing in general areas.
- Tetherball: Hit with hands, poles are not to be climbed

### **Assemblies:**

At various times throughout the year assemblies will be offered. Assemblies will be held for recognition of perfect attendance, Quarter grade honors, for the Student of the Month, Character Counts, and special programs. Proper behavior is expected at all assemblies. Attendance at school assemblies, as well as other school activities, is a privilege. The opportunity to attend is a reward to students who have exhibited proper behavior at school. Students owing detention will be ineligible to attend assemblies.

### **Awards Assembly:**

An Awards Assembly is held at the end of each school year to honor academic and athletic achievement. For example, students maintaining a cumulative 3.26 to 4.0 Grade Point Average (GPA) for a year are recognized as Honor Roll Students.

### **Perfect Attendance for the School Year:**

To be eligible for Perfect Attendance Honors a student must be enrolled the first day of school and finish the school year present every day until the cutoff date at the end of the year. **A student may not have 3 or more unexcused tardies and must have maintained a minimum school day for every day of the school year.** A major discipline violation or persistent discipline or behavior concerns will not allow the student to be part of the Perfect Attendance field trip.

**Personal Equipment:**

Cameras, Cell/Camera/Video Phones, Radios, CD players, iPODS, MP3 players, Music CDs, video games, etc. are not allowed at school. These items will be removed from the student and it will be the parent's responsibility to retrieve the item from the office. If personal property is brought to school, it is not the school's responsibility for replacement should it be lost, damaged or stolen. Baseball bats (wood or metal) and balls are not to be brought to school.

**Parties:**

Three parties are permitted for each school year. Room mothers will plan parties for Winter Break, Valentine's Day and Spring Break. They are held the last 30 minutes of the day.

**Homework Policy:**

The teachers of Tipton are sincerely dedicated to giving our students the best education possible. This can only occur through a joint effort between the school and home.

Homework given at Tipton usually falls within one of the following categories:

1. Work not finished in class....This is the most common homework assignment. A teacher has a wide range of ability levels in a classroom, so some students finish the assigned work in class while others will need to spend some extra time at home.
2. Long Term Assignments....A teacher might assign a project which is due at a later date such as Science Projects, Mission Models or Country Reports. The student is expected to do a little bit of work each night.
3. Supplementary Classroom Work....This extra work is given to supplement or reinforce what the student has learned during the daily lesson.
4. Extra Credit Work....When a student wants to improve his/her grade, he/she may have the option of doing extra credit work. This is not a mandatory assignment. This is highly recommended for any student getting a grade below satisfactory. Extra Credit Work can only raise a student's grade by one letter grade (example C to a B).

The amount of homework again depends on class work, ability level, desire to improve and other factors. One important thing to remember is, if your child is receiving any grade below "C" or "satisfactory", he/she definitely should be doing homework. Do not let your child convince you he/she is failing and there is nothing that may be done at home to solve the problem. If you have any doubts, contact the school and ask to speak with the teacher. It is important that study patterns be developed early in the school year before students fall behind the rest of the class (refer to page 19 item "Q" Homework discipline procedure).

**Homework requests:**

If your child is absent from school for two or more days, you may call the school to request homework. Requests made prior to 10:00 A.M. will allow the teachers the necessary time to send work to the office by the conclusion of the school day. If your child is absent one day only, he/she will be given his/her missing work on the following day.

**Computers and Internet Usage:**

The School Board has established a Board Policy regarding the use of computers and Internet for all staff and students. Copies of the district policy will be given to every parent and student in the



first week of school. Before any student is allowed Internet access, he/she and parents or guardians will have to sign a certification document stating they have received and understood the policy of the Tipton Elementary School District. This signed document will be kept on file at the school. No students will be allowed to access the Internet with school computers unless the document is returned to school.

**No Child Left Behind Act of 2001:**

Every district that receives Title I funds must ensure that all teachers teaching in “Core Academic Subjects” are highly qualified. In accordance with NCLB, parents or guardians have the right to request information regarding the professional qualifications of their child’s teacher including:

- Whether the teacher has met state credential or license criteria for grade level and subject matter taught
- Whether the teacher is teaching under emergency or other provisional status
- The baccalaureate degree major of the teacher and any other graduate certification or degree held
- Whether the child is provided services by paraprofessional, and, if so , their qualifications

Parents must also be notified if their child is taught by a teacher who is not “highly qualified” for four consecutive weeks.

**FOGGY DAY PLAN**

The foggy day plan for the 2021-2022 year is as follows:

Parents should listen to Foggy Day Broadcasts on radio stations **KJUG 106.7., TV stations Channel 18, and Channel 30** will broadcast a message on television or a convenient app is available for your phone, Valley PBS. The first call informing parents and staff of a Foggy Day for Tipton “School will say, “Tipton Elementary ....Plan .....”

**PLAN A**

- School classes will begin at 11:00 a.m.
- Country busses will run 3 ½ hours late.
- A town bus (west of freeway) will pick up students from 10:30 - 10:45 a.m.

*If dense fog continues, a second message will appear after 10:30 a.m.*

**PLAN B**

*SCHOOL IS CANCELED* causes could be due to fog, snow, power or water outage, etc.

**PLAN S**

Due to a safety concern on the Tipton School site school will start at 11:00 a.m.

SCHOOL BEGINS AT 11:00 AM and classes end at:  
2:30 (Kindergarten)  
3:20 (1-3 grades)  
3:30 (4-8 grades)

## **SCHOOL PROGRAMS**

### **Athletic Program:**

Tipton's sports program is open for eligible 6th, 7th and 8th grade students. Any student meeting the "Activities Code" requirements is encouraged to try out for the team sports program. The sport activities offered include: volleyball, football, basketball, soccer, baseball and softball. It will be the coaches' decision to make final rosters of players that will participate on the team. Unfortunately, there are often not enough positions available for all students that try-out. If a student is cut, he/she is encouraged to try-out for the next sports season. It is important for students to understand the responsibility of their participation on Tipton's teams. Attendance at practices is mandatory to be eligible to play in during games or tournaments. Any player that misses two or more practices in a week, whether excused or unexcused, forfeits the privilege of playing that week.

Players that have lost the privilege to go to an away game must remain in school. If an ineligible player's parent checks his/her child out of school and then takes them to the away game, he/she will jeopardize the student's position on a team.

### **Track:**

Participation is open to students in grades 4, 5, 6, 7, and 8. Students in 4<sup>th</sup> grade must meet an age requirement.

### **Visiting for games:**

Parents are encouraged to visit and watch their child play in team sports. All visitors must have a visitor pass. Visitor's Pass can be requested through the District Office. Preschool children are welcome to come with parent supervision.

Siblings of Tipton students may not come to games unless they are over the age of 18 or have graduated from high school. All other school age people, such as friends or relatives of Tipton players may not attend any sports events.

### **Extracurricular Activities:**

Extracurricular examples include: athletics, assemblies, dances, student council, academic competitions, graduation ceremony, or any other school-related function which is not directly related to a course requirement. These activities are a privilege, not a right. Students are prohibited from participating in any after school activity on the day of an absence or a day if they owe detention.

### **Activities Code:**

Students may be removed from extracurricular activities, such as athletics, assemblies, dances, field trips, academic competitions, graduation ceremony, or any other school-related function

which is not directly related to a course requirement. If he/she fails to comply with any one of the following will result in this removal and loss of activity:

1. Grade Point Average (GPA) under 2.0
2. Attending school less than 85% of the time
3. Late arrival to school (excused or not) and/or late to class after recess breaks exceeding 15% of the time
4. Accumulated detention time or discipline referrals (including gum, candy, or dress code violations)
5. Failure to pay outstanding school debts

## **BLOCK T**

Students can earn a “Block T” by participating in three Varsity level sports teams by 8<sup>th</sup> grade.

### **Dances:**

Evening dances are offered to 6th, 7th, and 8th grade students. Students must return signed permission slips prior to the dance. The permission slips will have the due date and time for returning it. Only students absent on the due date for permission slips will be allowed to turn in late, signed slips. Parental transportation must be provided for each student at the conclusion of the dance. Students left without transportation after a dance may lose their future dance privileges. Please keep in mind the following:

- \*Students must have all detention cleared to attend a dance.
- \*Students absent on the day of a dance may not attend.
- \*Outstanding debts prohibit attendance.
- \*A GPA of 2.0
- \*School Dress Code enforced at all activities.

### **Liability of Parents or Guardians-Minor’s Willful Misconduct, Damage:**

The parents or guardians of any minor whose willful misconduct results in injury or death to any pupil or any person employed by a school district or who willfully cuts, defaces or injures in any way any property, real or personal of any school employee, shall be liable for all damages caused by the minor. The liability of the parent or guardian shall not exceed \$16,765. The parent or guardian shall also be liable for the amount of any reward not exceeding \$16,765. The minors’ parent or guardian is also liable for any/all property loaned by a public school and not returned on demand of the district.

Failure of a minor pupil to return property, or to properly pay for damages after being given due process, may result in grades, diploma, and/or transcripts being held until the property is paid for. Voluntary work shall be provided in lieu of paying for lost or damaged property should the parent or guardians be unable to pay.

### **Library:**

The school library is available to all students. Teachers may send no more than five students at a time to the library during library hours. All classrooms will be able to visit the library once a week. All materials checked out are the responsibility of the student. If materials are lost or damaged, the student is responsible for reimbursement. Students with outstanding library debts or overdue books will not be able to check out new books until the book is returned or paid for.

**Physical Education:**

All students are expected to participate in P.E. activities. If a parent feels that a child is too ill to participate in P.E., a note signed by the parent will excuse the student from P.E. for a maximum of three (3) days out of P.E. If an illness or injury necessitates more than three (3) days out of P.E., a doctor's note is mandatory.

**Independent Study Option for 2021-2022****Independent Study Definitions:**

Short Term: 3-14 days.

Long Term: Full school year in the program unless there are extenuating circumstances or if the student does not meet the minimum requirements.

Asynchronous Instruction: Independent work

Live interaction means interaction between the pupil and the teacher, aide or other personnel and may include peers; this interaction may be in person, by internet or phone.

Synchronous instruction means classroom-style instruction, or small group, or one-on-one instruction delivered in person or by internet or phone and involving two-way communication between the pupil and teacher.

**Short Term Independent Study**

A student may be assigned to a program of Independent Study when it appears to be the best interest of the student. Such an assignment requires a signed contract between the school, parents, and pupils. An Independent Study assignment shall be based on the individual needs of the student. Such a program may be utilized as an alternative to suspension, home teaching, or an extended family vacation. To request short-term independent study **parents must contact the school at least one week prior to starting Independent Study.** To fulfill the Independent Study contract, all coursework must be completed and turned in to the office upon return. The Tipton School Board has the right to deny Independent Study to any student.

**Long Term Independent Study**

Long term independent study may be used for any students that are unable to attend in-person school due to a medical condition during the 2021-2022 school year. Long term independent study is intended to be for the duration of the full school year unless there are extenuating circumstances or if the student does not meet the requirements to remain in the independent study program (outlined below).

To enroll in Independent Study for the 2021-2022 school year, there must be an agreement in place for each pupil. The agreement must be signed by the pupil's parent, legal guardian, or caregiver. For pupils with exceptional needs, the pupil's individualized education program (IEP) must specifically provide for independent study before the pupil can begin participating. If you wish to have your pupil return to in-person instruction during the school year, you may

provide notice to the school secretary and your pupil will be returned to in person instruction no later than five instructional days after we receive the notice. To ensure student success in the long-term Independent Study program, parents and/or guardians must be active participants during both synchronous and asynchronous learning.

When any student fails to actively participate in their education, or has unsatisfactory attendance (this includes but is not limited to three consecutive absences, or excessive absences or tardies within the school year), or misses two live interactions without valid reasons or prior approval, an evaluation by administration and/or the teacher shall be conducted to determine whether the student should be allowed to continue in Independent Study. A written record of the findings of any evaluation conducted pursuant to this policy shall be maintained in the student's permanent record.

Satisfactory educational progress will be based on formalized projects, assignments, pre/post tests, local assessment data, and/or active participation in their education. The student must complete and turn in quality work to the best of their abilities. If the student fails to show progress or growth in required learning concepts or coursework completion, the student will have violated this agreement and must have a parent contact. This may lead to a conference with the teacher or administration and/or removal from the program.

The Independent Study option is to be substantially equivalent in quality and intellectual challenge of in person instruction. The minimum daily time requirement for each student is required based on their grade level. For transitional kindergarten through 3rd grade, there will be opportunities for daily synchronous instruction. For grades 4 through 8, there will be opportunities for both daily live interaction and at least weekly synchronous instruction. The teacher will provide synchronous and asynchronous work for each student to meet the minimum time requirement. The teacher may require more than the minimum amount of time. The requirements are as follows:

TK-K	180 minutes
1 <sup>st</sup> -3 <sup>rd</sup>	230 minutes
4 <sup>th</sup> -8 <sup>th</sup>	240 minutes

In addition, the teacher may require that students enrolled in the long-term independent study program attend in-person periodically. These in-person sessions may include but are not limited to assessments, interventions, engagement, and social emotional services.

Students participating in the long-term independent study program will not have the opportunity to participate in extracurricular activities including but not limited to sports, dances, spelling bee, etc.

## **Independent Study Tiered Re-Engagement Plan**

### **TIER 1**

When any student fails to actively participate in their education, or has unsatisfactory attendance (this includes but is not limited to three consecutive absences, or excessive absences or tardies within the school year), or misses two live interactions without valid reasons or prior approval.

### **Re-engagement Strategies:**

- Parent is contacted by phone or in-person for an evaluation of continued enrollment, which is placed in student's permanent record for three years
- Assist with connectivity issues, technology needs, and navigating online platform
- Review independent study expectations and contract
- Offer assistance with barriers causing a lack of engagement including outreach to school and community agencies for access or counseling support

### **TIER 2**

When any student continues to fail to actively participate in their education, or has unsatisfactory attendance (this includes but is not limited to three additional absences, or additional excessive absences or tardies within the school year), or additional missed in-person sessions without valid reasons or prior approval

#### Re-engagement Strategies:

- Continue offering assistance with connectivity issues, technology needs, and navigating Independent Study curriculum, e.g. Edgenuity.
- Phone call or meeting with parents to review Independent Study expectations, contract, and evaluate whether student should continue in Independent Study
- Student may be required to participate in additional synchronous instruction
- Close monitoring of student participation including parent notification within one day of the student's lack of participation or absence
- Continue to offer assistance with barriers causing a lack of engagement including outreach to school and community agencies for access or counseling support
- Referral to School Counselor, Family Social Worker, School Psychologist, Resource Teacher, and/or District Nurse

### **TIER 3**

When any student continues to fail to actively participate in their education, or has unsatisfactory attendance (this includes but is not limited to ten absences, or excessive tardies within the school year), or additional missed live interactions without valid reasons or prior approval

#### Re-engagement Strategies:

- Parent meeting with administration either by video conference, phone or in person to discuss concerns regarding attendance and educational progress
- Administration, school psychologist, family social worker, resource teacher, and/or counselor may conduct a Home Visit

- Referral to appropriate community service agencies
- Student may be transitioned to in-person instruction in no later than five instructional days with collaboration between administrators and family
- May result in a Student Attendance Review Board (SARB) meeting

**School Government:**

Elections for Student Body Offices are held in the spring, prior to each new school year. Classroom representatives are selected from each 5th-8th grade homeroom for each semester.

**DISCIPLINE POLICY**

Students who violate school rules and policies are subject to the discipline guidelines listed below. Every incident shall be judged on its own merit. The seriousness of the offense, the conditions under which it occurred and the student's past school discipline record are factors to be considered. School site administrators reserve the right to administratively decide what course of action will be taken.

All public schools in the State of California are required to have their own discipline policies as stated by Education Code Section 3529.5. The following is a brief summary of the discipline policies for Tipton Elementary School.

**Detention:**

State Law (California Administration Code Title 5 Section 353) gives school personnel the right to detain a student after school for a maximum of one (1) hour per day. Tipton School will hold its school wide detention every Monday for a ½ hour after school. Any student who fails to follow rules may expect to be placed in detention. The student's time during detention is spent doing school work or other worthwhile work around the school campus. Time for detention is served either in the office or in a classroom. Any student who owes detention time may not attend or participate in school assemblies, sports, or other functions.

Students will be given at least one day's notice of the detention so parents can be informed to arrange transportation should the student need it.

Education Code 44807.5 states that a teacher may restrict for disciplinary purposes, the time a pupil under his/her supervision is allowed for recess. Students will be given an opportunity to use the restrooms. This law will be observed at Tipton School.

**Tardy Policy:**

School begins at 8:25 each morning. The warning bell rings at 8:20. Students are expected to be on time. It is a violation of school rules and state rules (Education Code 48900) if a child is tardy without a note or phone call verifying a valid excuse. All tardy students' need to be signed-in at the office by a parent. Tardies are excused only for the same reasons as legal absences (illness of student, doctor or dentist appointment). After three (3) unexcused tardies, students will be required to serve an after school detention (30 minutes) for each additional unexcused tardy. Parents must provide transportation for students that do not walk to school. If a child continues

to be tardy without a valid excuse, the School Attendance Review Board (S.A.R.B.) will be notified and Saturday School will be assigned. A student is considered truant 30 minutes after school begins.

**Truancy:**

Education Code, Section 48260, states that any pupil who is absent from school without a valid excuse for more than three days or tardy in excess of thirty minutes more than three days in one school year is a truant and shall be reported to the attendance supervisor of the school district.

If a student does not attend school for one full day and the absence is due to truancy he/she may be assigned Saturday School. Saturday School can be assigned to students with excessive detentions or truanancies from school. If the problem continues, the student will be referred to the School Attendance Review Board (S.A.R.B.) SCHOOL ATTENDANCE IS MANDATORY. IT IS THE PARENT'S RESPONSIBILITY TO INSURE THE STUDENT ATTENDS SCHOOL REGULARLY.

**Tipton Student Attendance Review Board (S.A.R.B.):**

California Law states that students between ages 6 and 18 must attend school regularly and arrive on time. During the school year, when your child has been absent and/or tardy more than 10% of the school time you will receive a SARB letter. Upon receiving a 3<sup>rd</sup> letter you will be required to attend a SARB hearing with your child.

**Suspension/Expulsion:**

Teachers may suspend a student from class for the remainder of that day and the following day. Teachers may also require the student to make up any work missed during the suspension. Administration may suspend a student a maximum of five days for any one incident. Education Code 48900 states that a pupil may be suspended for any of the following:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Possessed, sold, or otherwise furnished any firearm, knife or explosive, or other dangerous object, unless in the case of possession of any such object, the pupil had obtained written permission to possess the object from a certificated school employee which is concurred in by the principal or the designee.
- c. Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind and then either sold, delivered, or otherwise furnished to any person another liquid substance or material as a controlled substance, alcoholic beverages, or other intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stolen or attempted to steal school property or private property.
- h. Possessed or used tobacco or nicotine products.
- i. Committed an obscene act or engaged in profanity or vulgarity.
- j. Had unlawful possession of, offered, arranged, or negotiated to sell any drug paraphernalia as defined in Section 1134 of the Health and Safety Codes.



- k. Disrupted school activities or willfully defied the valid authority of supervisors, teachers, administrators, school officials or other school personnel engaged in the performance of their duties.
- l. Knowingly received stolen school property or private property.
- m. Possessed an imitation firearm.
- n. Committed or attempted to commit a sexual assault or committed a sexual battery.
- o. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- p. Sold prescription drugs.
- q. Committed hazing.

Pupils can be expelled only for those reasons for which they can also be suspended. State law requires that the Superintendent or Principal shall recommend expulsion (except under unusual circumstances) for the following:

- 1. Causing serious physical injury to another person, except in self-defense.
- 2. Possession of any firearm, knife, explosive or other dangerous object of no reasonable use to the pupil at the school grounds.
- 3. Unlawful sale of any controlled substance, as defined in Section 11007 of the Health and Safety Code.
- 4. Robbery or extortion
- 5. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

The following is a list of the "most serious" offenses. A mandatory recommendation and mandatory expulsion by the Board are required by Ed. Code 48915(c).

- 1. Possessing, selling, or otherwise furnishing a firearm.
  - 2. Brandishing a knife at another person.
  - 3. Unlawfully selling a controlled substance.
  - 4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
  - 5. Possession of an explosive.
- State law provides for due process and right to appeal any order of expulsion.

No pupil shall be suspended or expelled for any of the acts enumerated unless the act is related to school activity or school attendance.

**Makeup of Work Missed During Suspension:**

Any student suspended has the opportunity to make up any coursework or tests upon his/her return to school. This work must be completed within the same number of days suspended. It is the student's responsibility to inquire about missed work.

**BULLYING PREVENTION POLICY**

Tipton Elementary School District believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance.

Tipton Elementary School District will not tolerate harassment of students or staff, such as bullying, including cyber bullying, intimidation, hazing or initiation activity, ridicule, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause bodily harm or emotional suffering, in accordance with the bullying board policy section.

Tipton Elementary School District expects students and/or staff to immediately report incidents of bullying to the principal or designee. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

The Student Code of Conduct includes, but is not limited to: Any student who engages in bullying may be subject to disciplinary action up to and including expulsion. Students are expected to immediately report incidents of bullying to the principal or designee. Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner. If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

### **Disciplinary Guidelines for Specific Offenses**

Note any offense listed in this section of the student handbook that states “school site discipline” refers to the different options school administrators can impose such as: in school suspension, detention before, recess, lunch and after school, community service and/or Saturday School.

- A. Alcohol
  - 1. Any Offense
    - a. Suspension and parent conference
    - b. Probable recommendation for expulsion or exclusion
  
- B. Arson, Vandalism/Defacing or use of explosives. In all cases, the student for damages or losses that occur will make payment, and all arson cases will be reported to the Fire Department and Police.
  - 1. First Offense
    - a. School site discipline
    - b. Suspension and parent conference
    - c. Referral to law enforcement
    - d. Severe violations will result in recommendation for expulsion and arrest.
  
- C. Battery
  - 1. Any Offense
    - a. Suspension and parent conference
    - b. Notify the police of the incident, possible arrest
    - c. Additional possibilities as the administrator deems necessary

- D. Assault and/or Battery on Teachers or other School Personnel
  - 1. Any Offense
    - a. Suspension and police arrest
    - b. Recommendation for expulsion
  
- E. Classroom Referrals and Defiance of Authority
  - 1. Any Offense
    - a. School site discipline
    - b. Possible suspension
    - c. Possible expulsion or placement in alternate program
  
- F. Drugs and/or Narcotics
  - 1. Any Offense
    - a. Suspension and recommendation for expulsion
    - b. Report to law enforcement, possible arrest
  
- G. Extortion (Force or Fear)
  - 1. First Offense
    - a. Suspension
    - b. Referral to police
    - c. Recommendation for expulsion or exclusion
  
- H. Forgery
  - 1. Any Offense
    - a. Parent Conference
    - b. School site discipline
    - c. Possible suspension
  
- I. Hazing/Student Harassment
  - 1. Any Offense
    - a. School site discipline
    - b. Suspension
    - c. More serious offenses may lead to a recommendation for expulsion.
  
- J. Insults and/or Abuse to School Personnel
  - 1. Any offense of this nature will not be tolerated
    - a. Suspension and parent conference
    - b. School site discipline
    - c. Possible recommendation for expulsion or exclusion
  
- K. Profanity, Vulgarity, Pornography
  - 1. Any Offense
    - a. School site discipline
    - b. Possible suspension
    - c. Serious or repeated violations may lead to expulsion or placement in an alternate program.
  
- L. Student Sexual Harassment

The governing board prohibits unlawful sexual harassment of or by any student by anyone in or from the District. Any student who engages in the sexual harassment of anyone in or from the District may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to an including dismissal. The Board expects students or staff to immediately report incidents of sexual harassment to the Superintendent/Principal, or Designee or to another District Administrator. The District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the educational setting, (Education Code 121.5). For the purpose of further clarification, sexual harassment includes but is not limited to the following:

1. Unwelcome leering, sexual flirtations or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or overly personal conversation.
4. Sexual jokes, stories, drawings, pictures or gestures.
5. Spreading sexual rumors.
6. Assault, touching, impeding, or blocking movement.
7. Continuing to express sexual interest after being informed that the interest is unwelcome.
8. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response.

M. Tobacco (Use or Possession)

1. First Offense
  - a. Suspension
  - b. Parent Conference
  - c. School site discipline

N. Threats

1. First Offense
  - a. School site discipline
  - b. Possible suspension
2. Succeeding Offenses
  - a. School site discipline and parent conference
  - b. Suspension
  - c. Possible expulsion or placement in alternate program

O. Weapons

A student in the possession of any object, which is determined by an administrator to be a weapon, with or without the intent of use, is subject to penalty as designated below:

1. Parent contact
2. Confiscation

3. Police contact
4. Suspension
5. Possible expulsion or exclusion

**P. Withholding Records/Unpaid Debts**

A pupil's grades, diploma and transcripts may be withheld if district property is damaged or not returned by the pupil. Unpaid debts will warrant holding records as well.

Tipton Elementary School District will honor the debts of other school districts that have notified us that a former student of theirs that is now attending Tipton has an outstanding debt. When debts are repaid, the student will have their report cards, given to them.

**Q. Homework discipline procedure**

To address the ongoing problem of students not completing homework Tipton School has instituted the following Homework procedure:

1. The first violation – parents are contacted by teacher either by note, phone call, or conference.
2. The second violation – parents are contacted by teacher either by note, phone call, or conference. Student is assigned 2 days of recess detention.
3. The third violation – parents are contacted by teacher either by note, phone call, or conference. Student is assigned Saturday School.

Continued violations will place the student in recess detention, lunch detention, after school detention, and/or Saturday School. Students assigned Saturday School that do not attend risk community service or suspension for non-attendance. A violation is when a student does not complete one or several homework assignments in a single day.

**Tipton Elementary School District**  
**DRESS AND APPEARANCE CODE**

Tipton Elementary is striving to become an exemplary school. Our goal is to provide a safe learning environment that inspires our students with the passion, power and skills to make positive life choices. It is not our purpose to dictate specific dress, but rather to ensure that our students will be dressed in such a way as to maximize their school experience. Decency and safety are the guidelines by which the principal makes decisions regarding clothes.

Any apparel, hairstyle, cosmetic or jewelry, even if not specifically mentioned below, which creates a safety concern, draws undue attention to the wearer, or tends to detract from the educational process is prohibitive unless addressed elsewhere in this regulation. Before purchasing clothing for their children, parents are strongly urged to consider the possible gang implications of all clothing with logos or insignias.

**General Guidelines**

1. No clothing with North, South, or any sport team/college team logo may be worn.

2. Dress and appearance standards are in effect during all times at school, on the way to school, on the way home from school, at any school function or activity regardless of location, and at any other Tipton Elementary School District function.
3. Students that wear unacceptable clothing will be required to change to accepted dress. All time missed from class due to unacceptable dress may be made up in detention and/or Saturday School.
4. All wearing apparel must be of a size that is considered normal for the child. Oversized clothing will not be allowed.
5. Boys' shorts must be no longer than the bottom of the knee. Girls' shorts or skirts must be no longer than the bottom of the knee and extend no more than (4") above the knee. No writing or company logos on pants, shorts, skirts, or skorts. Capris for girls are allowed.
6. Black, white or tan cloth belts or brown or black leather belts with plain buckle only, no writing on belt or buckle.

**The following items are *NOT ALLOWED***

- **Pants, shorts or cutoffs that are oversized, without hems, holes, frayed and/or slit up the side, sag or don't fit at the waist, or have excessively large legs**
- Oversized tops, halter tops, tube tops, backless dresses, mini-skirts, see-through tops, fish net, half tops, muscle shirts, undershirts, and tank tops with large arm holes, no bare midriffs
- Lycra stretch or other excessively tight or revealing clothing
- Any clothing worn inside out
- Any clothing that exposes posteriors or undergarments
- Pajama bottoms
- Students may not wear shoes with no back strap, flip flops, cleats, high heels, heelys/sport skate shoes or slippers.
- Head Covering - hats, caps, nets, bandanas. Hats, by nature of the color, arrangement, trademark, or any other attribute, those denote membership in gangs, or which advocate racial, ethnic, or religious prejudice, drug use, violence, intimidation or disruptive behavior are prohibited.
- Initialed belt buckles, wallets with attached chains, hanging belts, suspenders straps hanging off the shoulders.
- Hoop earrings larger than a dime, nose rings, facial or body studs. Jewelry or accessories that are disruptive or that might cause a health or safety hazard may not be worn.
- Glasses, other than prescription (inside buildings).
- Permanent or temporary tattoos are not allowed.
- Altered eyebrows, hair colors and/or styles that disrupt student education will not be allowed.
- Words or pictures that are not appropriate for the school environment may not be worn on clothing. (Examples include obscenities, symbols representing alcohol, drugs or tobacco, gang colors, gang materials, gang behavior, weapons, sexually explicit words or pictures, tagging, or violence.) Words and pictures on all garments may not be altered in any way. Words and pictures may not be added to plain garments.
- All clothing and materials with Old English or similar lettering will not be allowed.
- Makeup, fake or acrylic nails are not allowed in grades kindergarten through six.

- Hair styles which draw undue attention from the educational environment and not acceptable; i.e. unusual designs, colors, Mohawks (longer than 1”), tails, or unusual razor cuts.

**Exception:** Hats may be worn outside only and solely for the purpose of sun protection.  
Hats shall be school appropriate and worn correctly.

# CHARACTERCOUNTS!®

TRUSTWORTHINESS	
DO	DON'T
<ul style="list-style-type: none"> <li>● Tell the truth</li> <li>● Be dependable</li> <li>● Be sincere</li> <li>● Keep promises</li> <li>● Stand up for your beliefs</li> </ul>	<ul style="list-style-type: none"> <li>● Be</li> <li>● Be loyal</li> <li>● Lie</li> <li>● Steal</li> <li>● Be Sneaky</li> <li>● Do anything wrong</li> <li>● Cheat</li> <li>● Gossip</li> </ul>
RESPECT	
DO	DON'T
<ul style="list-style-type: none"> <li>● Honor all people</li> <li>● Be tolerant</li> <li>● Use nice words</li> <li>● Follow the "Golden Rule"</li> </ul>	<ul style="list-style-type: none"> <li>● Be polite</li> <li>● Be a bully</li> <li>● Tease</li> <li>● Use put-downs</li> <li>● Hit or kick</li> </ul>
RESPONSIBILITY	
DO	DON'T
<ul style="list-style-type: none"> <li>● Work hard</li> <li>● Do your duty</li> <li>● Do your best</li> <li>● Be prepared</li> <li>● Choose positive attitudes</li> </ul>	<ul style="list-style-type: none"> <li>● Make excuses</li> <li>● Blame others</li> <li>● Quit</li> </ul>
FAIRNESS	
DO	DON'T
<ul style="list-style-type: none"> <li>● Treat people equally</li> <li>● Gather all the facts</li> <li>● Listen to both sides</li> </ul>	<ul style="list-style-type: none"> <li>● Take more than your fair share</li> <li>● Take advantage of others</li> </ul>
CARING	
DO	DON'T
<ul style="list-style-type: none"> <li>● Be kind</li> <li>● Say "Thank you."</li> <li>● Show concern for others</li> </ul>	<ul style="list-style-type: none"> <li>● Be considerate</li> <li>● Be forgiving</li> <li>● Be mean</li> <li>● Be cruel</li> <li>● Be insensitive</li> </ul>
CITIZENSHIP	
DO	DON'T
<ul style="list-style-type: none"> <li>● Your share</li> <li>● Volunteer</li> <li>● Participate</li> </ul>	<ul style="list-style-type: none"> <li>● Obey the law</li> <li>● Play by the rules</li> <li>● Litter</li> <li>● Break rules</li> <li>● Disobey parents and adults</li> </ul>

Adapted from "A Person of Character" by the Josephson Institute of Ethics.



Insert school calendar

# Tipton Elementary Activities Code 2021-2022

**The Student is expected to cooperate in all matters relating to school rules and procedures. The rules and procedures are established for the smooth operations of the school and to minimize conflicts and misunderstandings.**

Students may be removed from extracurricular activities such as athletics, assemblies, dances, academic competitions, extended field trips (beyond school day), graduation, or any other school-related function which is not directly related to a course requirement.

Failure to comply with any one of the following may result in this removal and loss of activity:

- Grade Point Average (GPA) under 2.0
- Attending school less than 85% of the time
- Late arrival to school (excused or not) and/or late to class after recess breaks exceeding 20% of the time
- Accumulated detention time or discipline referrals (including gum, candy or dress code violations)
- Failure to pay outstanding school debts

## PARENT ACKNOWLEDGMENT

**I have read and shared the Tipton Elementary School Handbook with my son/daughter. We understand that the rules and procedures are established for the smooth operation of the school and to minimize conflicts and misunderstandings.**

**We are fully aware of what is expected in the Activities Code and of necessary requirements for participation in extra-curricular activities.**

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Student's Name \_\_\_\_\_

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Parent Signature

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Student Signature

Grade \_\_\_\_\_ Homeroom Teacher \_\_\_\_\_

## **6. FINANCE: Action items:**

### **6.1 Vendor Payments**

## APY List

Date Paid between 06/02/2021 and 06/30/2021

Vendor No	Vendor Name	Reference Number	Payment Date	Invoice Number/Desc.	AccountCode	Amount
14406	ALIANZA RECYCLING AND RECOVERY	211734	06/25/2021	217968	010-00000-0-00000-81000-58000-0-0000	\$17.05
13971	ALMEIDA, VIRGINIA	211832	06/25/2021	REIMB.POSTAGE	010-90336-0-11100-10000-43000-0-0000	\$7.70
13971	ALMEIDA, VIRGINIA	211804	06/25/2021	REIMB.MILAGE.STC	010-90336-0-11100-10000-52000-0-0000	\$140.13
13036	AMERICAN FIDELITY	211707	06/25/2021	MAY 2021	010-00000-0-00000-00000-95024-0-0000	\$422.28
12788	ARAMARK UNIFORM SERVICES INC	211658	06/04/2021	503000295847	010-00000-0-00000-81000-56000-0-0000	\$446.97
12788	ARAMARK UNIFORM SERVICES INC	211693	06/25/2021	503000305472	010-00000-0-00000-81000-56000-0-0000	\$446.97
12788	ARAMARK UNIFORM SERVICES INC	211694	06/25/2021	503000300911	010-00000-0-00000-81000-56000-0-0000	\$470.85
12788	ARAMARK UNIFORM SERVICES INC	211720	06/25/2021	503000310146	010-00000-0-00000-81000-56000-0-0000	\$446.97
13904	AT&T	211708	06/25/2021	9391028859	010-00000-0-00000-81000-59000-0-0000	\$22.01
14404	AT&T	211713	06/25/2021	0826963964-052521	010-00000-0-00000-82000-59000-0-0000	\$121.38
14101	B&B PEST CONTROL SERVICE	211718	06/25/2021	01-TIP-05-21	010-00000-0-00000-81000-58000-0-0000	\$170.00
14438	BLUE STAR EDUCATION	211808	06/25/2021	6553574	010-90336-0-11100-10000-43000-0-0000	\$1,147.77
12548	CALIFORNIA TURF EQUIP. & SUPP.	211816	06/25/2021	500136	010-07230-0-00000-36000-43000-0-0000	\$714.41
12548	CALIFORNIA TURF EQUIP. & SUPP.	211736	06/25/2021	503920	010-81500-0-00000-81000-43000-0-0000	\$82.87
12548	CALIFORNIA TURF EQUIP. & SUPP.	211737	06/25/2021	503921	010-81500-0-00000-81000-43000-0-0000	\$133.44
12548	CALIFORNIA TURF EQUIP. & SUPP.	211738	06/25/2021	503922	010-81500-0-00000-81000-43000-0-0000	\$45.27
14401	COOL SCHOOL STUDIOS	211844	06/25/2021	0521118	010-56400-0-11100-10000-43000-0-0000	\$122.41
14429	CUNHA CASSANDRA	211685	06/04/2021	REIMB.MILAGE	010-00000-0-00000-72000-52000-0-0000	\$113.57
14429	CUNHA CASSANDRA	211803	06/25/2021	REIMB.MILAGE	010-00000-0-00000-72000-52000-0-0000	\$113.57
14441	DAWN TAYLOR	211824	06/25/2021	REIMB.FINGERPRINTS	010-00000-0-00000-72000-58000-0-0000	\$57.76
14328	DONNA M. LOPEZ	211735	06/25/2021	002	010-07230-0-00000-36000-58000-0-0000	\$750.00
14440	EKC ENTERPRISES, INC.	211710	06/25/2021	37548	010-41270-0-00000-85000-62000-0-0000	\$34,746.71
14440	EKC ENTERPRISES, INC.	211710	06/25/2021	37548	010-41270-1-00000-85000-62000-0-0000	\$18,576.00
14440	EKC ENTERPRISES, INC.	211711	06/25/2021	37821	010-99901-0-00000-85000-62000-0-0000	\$24,500.00
14440	EKC ENTERPRISES, INC.	211710	06/25/2021	37548	010-99901-0-00000-85000-62000-0-0000	\$159,177.29
14375	F & M VISA s	211856	06/29/2021	05/02/2021	010-00000-0-00000-72000-58000-0-0000	\$15.98
14375	F & M VISA s	211861	06/29/2021	06/02/2021	010-00000-0-00000-72000-58000-0-0000	\$2.49
14374	F & M VISA b	211857	06/29/2021	5/19/2021	010-00000-0-00000-72000-52000-0-0000	\$230.00
14374	F & M VISA b	211860	06/29/2021	06/02/2021	010-00000-0-00000-72000-58000-0-0000	\$12.46
14374	F & M VISA b	211855	06/29/2021	06/04/2021	010-32120-0-11100-10000-59000-0-0000	\$110.00
14373	F & M VISA m	211862	06/29/2021	06/02/2021	010-00000-0-00000-72000-58000-0-0000	\$11.40
14270	FIRST BOOK NATIONAL OFFICE	211853	06/29/2021	6/28/2021	010-90336-0-11100-10000-43000-0-0000	\$2,656.05
11961	GIOTTOS ALARM TECH	211814	06/25/2021	135166	010-81500-0-00000-81000-58000-0-0000	\$82.10
13744	GREENFIELD LEARNING, INC.	211838	06/25/2021	10002	010-30100-1-11100-10000-58000-0-0000	\$27,850.00
14315	HCI SYSTEMS, Inc	211813	06/25/2021	190297	010-00000-0-00000-81000-58000-0-0000	\$397.00
14164	IEC POWER LLC	211733	06/25/2021	TESD-OM-INV33	010-99900-0-00000-81000-58000-0-0000	\$2,686.62
14443	JANET URESTI	211827	06/25/2021	REIMB.FINGERPRINTS	010-00000-0-00000-72000-58000-0-0000	\$65.00
12733	LAKESHORE	211807	06/25/2021	2429830621	010-90336-0-11100-10000-43000-0-0000	\$271.60
12733	LAKESHORE	211806	06/25/2021	2429830621	010-90336-0-11100-10000-43000-0-0000	\$1,951.05
12733	LAKESHORE	211854	06/29/2021	6/25/2021	010-90336-0-11100-10000-43000-0-0000	\$558.26
14407	LEARNING A-Z, LLC	211663	06/04/2021	3793199	010-30100-1-11100-10000-58000-0-0000	\$10,915.50

12270 LOZANO SMITH	211664	06/04/2021	2135386	010-00000-0-00000-71000-58000-0-0000	\$740.25
12270 LOZANO SMITH	211730	06/25/2021	2138032	010-00000-0-00000-71000-58000-0-0000	\$246.75
12270 LOZANO SMITH	211731	06/25/2021	2138033	010-00000-0-00000-71000-58000-0-0000	\$731.54
12270 LOZANO SMITH	211732	06/25/2021	2138033	010-00000-0-00000-71000-58000-0-0000	\$897.01
14208 MARISA WRIGHT	211850	06/25/2021	REIMB.STC.MILAGE	010-90336-0-11100-10000-52000-0-0000	\$53.77
14208 MARISA WRIGHT	211851	06/25/2021	STC.PPVT TEST	010-90336-0-11100-10000-58000-0-0000	\$150.00
14208 MARISA WRIGHT	211852	06/25/2021	PPVT TEST	010-90336-0-11100-10000-58000-0-0000	\$180.00
13063 MICHELLE NUCKOLS	211716	06/25/2021	REIMB.GRAD	010-32120-0-11100-10000-43000-0-0000	\$32.80
13063 MICHELLE NUCKOLS	211717	06/25/2021	REIMB.GRAD	010-63870-0-11100-10000-43000-0-0000	\$84.06
13882 MOBILE MODULAR MGT. CORP.	211680	06/04/2021	2145216	010-00000-0-00000-81000-56000-0-0000	\$610.00
13882 MOBILE MODULAR MGT. CORP.	211681	06/04/2021	2145209	010-00000-0-00000-81000-56000-0-0000	\$610.00
13882 MOBILE MODULAR MGT. CORP.	211682	06/04/2021	2145210	010-00000-0-00000-81000-56000-0-0000	\$610.00
13882 MOBILE MODULAR MGT. CORP.	211728	06/25/2021	2153112	010-00000-0-00000-81000-56000-0-0000	\$640.00
13882 MOBILE MODULAR MGT. CORP.	211729	06/25/2021	2153117	010-00000-0-00000-81000-56000-0-0000	\$640.00
13882 MOBILE MODULAR MGT. CORP.	211727	06/25/2021	2153155	010-00000-0-00000-81000-56000-0-0000	\$640.00
14205 MOBYMAX LLC	211817	06/25/2021	249054	010-30100-0-11100-10000-58000-0-0000	\$3,070.00
14205 MOBYMAX LLC	211818	06/25/2021	249054	010-30100-1-11100-10000-58000-0-0000	\$7,415.00
12836 OFFICE DEPOT, INC.	211780	06/25/2021	172227808001	010-00000-0-00000-71500-43000-0-0000	\$129.03
12836 OFFICE DEPOT, INC.	211779	06/25/2021	171539742001	010-00000-0-00000-71500-43000-0-0000	\$95.15
12836 OFFICE DEPOT, INC.	210047	06/25/2021	171533228001	010-00000-0-00000-71500-43000-0-0000	(\$95.15)
12836 OFFICE DEPOT, INC.	211756	06/25/2021	175541081001	010-00000-0-00000-72000-43000-0-0000	\$196.71
12836 OFFICE DEPOT, INC.	211778	06/25/2021	167470658001	010-11000-0-11100-10000-43000-0-0000	\$99.72
12836 OFFICE DEPOT, INC.	211799	06/25/2021	169531544001	010-11000-0-11100-10000-43000-0-0000	\$22.62
12836 OFFICE DEPOT, INC.	211800	06/25/2021	140254127001	010-11000-0-11100-10000-43000-0-0000	\$102.35
12836 OFFICE DEPOT, INC.	211793	06/25/2021	169514751002	010-11000-0-11100-10000-43000-0-0000	\$7.10
12836 OFFICE DEPOT, INC.	211794	06/25/2021	169531535001	010-11000-0-11100-10000-43000-0-0000	\$15.83
12836 OFFICE DEPOT, INC.	211770	06/25/2021	168364747001	010-11000-0-11100-10000-43000-0-0000	\$6.29
12836 OFFICE DEPOT, INC.	211771	06/25/2021	170635305001	010-11000-0-11100-10000-43000-0-0000	\$24.77
12836 OFFICE DEPOT, INC.	211777	06/25/2021	167470658001	010-11000-0-11100-10000-43000-0-0000	\$53.33
12836 OFFICE DEPOT, INC.	211783	06/25/2021	170100621001	010-11000-0-11100-10000-43000-0-0000	\$16.08
12836 OFFICE DEPOT, INC.	211784	06/25/2021	17100619001	010-11000-0-11100-10000-43000-0-0000	\$27.12
12836 OFFICE DEPOT, INC.	211786	06/25/2021	167654118001	010-11000-0-11100-10000-43000-0-0000	\$148.26
12836 OFFICE DEPOT, INC.	211768	06/25/2021	171171760001	010-11000-0-11100-10000-43000-0-0000	\$14.61
12836 OFFICE DEPOT, INC.	211769	06/25/2021	163724563001	010-11000-0-11100-10000-43000-0-0000	\$150.46
12836 OFFICE DEPOT, INC.	211765	06/25/2021	174737331001	010-11000-0-11100-10000-43000-0-0000	\$95.15
12836 OFFICE DEPOT, INC.	211773	06/25/2021	166959264001	010-11000-0-11100-10000-43000-0-0000	\$161.61
12836 OFFICE DEPOT, INC.	211774	06/25/2021	169655338001	010-11000-0-11100-10000-43000-0-0000	\$83.45
12836 OFFICE DEPOT, INC.	211772	06/25/2021	166959277001	010-11000-0-11100-10000-43000-0-0000	\$10.00
12836 OFFICE DEPOT, INC.	211782	06/25/2021	164652072001	010-11000-0-11100-10000-43000-0-0000	\$10.56
12836 OFFICE DEPOT, INC.	211785	06/25/2021	167654108001	010-11000-0-11100-10000-43000-0-0000	\$113.98
12836 OFFICE DEPOT, INC.	211792	06/25/2021	169514751001	010-11000-0-11100-10000-43000-0-0000	\$147.39
12836 OFFICE DEPOT, INC.	211775	06/25/2021	167460155001	010-11000-0-11100-10000-43000-0-0000	\$129.29
12836 OFFICE DEPOT, INC.	211776	06/25/2021	167470668001	010-11000-0-11100-10000-43000-0-0000	\$217.40
12836 OFFICE DEPOT, INC.	211795	06/25/2021	169531536001	010-11000-0-11100-10000-43000-0-0000	\$8.60
12836 OFFICE DEPOT, INC.	211796	06/25/2021	169531537001	010-11000-0-11100-10000-43000-0-0000	\$16.96
12836 OFFICE DEPOT, INC.	211797	06/25/2021	16953154001	010-11000-0-11100-10000-43000-0-0000	\$4.29
12836 OFFICE DEPOT, INC.	211798	06/25/2021	169561543001	010-11000-0-11100-10000-43000-0-0000	\$122.82
12836 OFFICE DEPOT, INC.	211787	06/25/2021	167648857001	010-11000-0-11100-10000-43000-0-0000	\$24.66
12836 OFFICE DEPOT, INC.	211781	06/25/2021	175009490001	010-30100-0-11100-10000-43000-0-0000	\$214.54
12836 OFFICE DEPOT, INC.	211766	06/25/2021	169778174001	010-60100-0-11100-10000-43000-0-0000	\$204.29

12836 OFFICE DEPOT, INC.	211767	06/25/2021	159834307001	010-60100-0-11100-10000-43000-0-0000	\$6.23
12836 OFFICE DEPOT, INC.	211759	06/25/2021	175826699001	010-74250-0-11350-10000-43000-0-0000	\$3.22
12836 OFFICE DEPOT, INC.	211760	06/25/2021	176121007001	010-74250-0-11350-10000-43000-0-0000	\$98.15
12836 OFFICE DEPOT, INC.	211761	06/25/2021	175488330001	010-74250-0-11350-10000-43000-0-0000	\$96.91
12836 OFFICE DEPOT, INC.	211757	06/25/2021	174696059001	010-74250-0-11350-10000-43000-0-0000	\$99.51
12836 OFFICE DEPOT, INC.	211758	06/25/2021	175741784001	010-74250-0-11350-10000-43000-0-0000	\$95.90
12836 OFFICE DEPOT, INC.	211764	06/25/2021	173533076001	010-74250-0-11350-10000-43000-0-0000	\$35.55
12836 OFFICE DEPOT, INC.	211762	06/25/2021	173999663001	010-74250-0-11350-10000-43000-0-0000	\$99.98
12836 OFFICE DEPOT, INC.	211763	06/25/2021	173452361001	010-74250-0-11350-10000-43000-0-0000	\$53.33
12836 OFFICE DEPOT, INC.	211788	06/25/2021	173296833001	010-74250-0-11350-10000-43000-0-0000	\$32.31
12836 OFFICE DEPOT, INC.	211789	06/25/2021	173254572001	010-74250-0-11350-10000-43000-0-0000	\$48.51
12836 OFFICE DEPOT, INC.	211790	06/25/2021	173296836001	010-74250-0-11350-10000-43000-0-0000	\$10.13
12836 OFFICE DEPOT, INC.	211791	06/25/2021	173296834001	010-74250-0-11350-10000-43000-0-0000	\$8.61
13562 ORIENTAL TRADING CO.	211846	06/25/2021	7197123364-02	010-60100-0-11100-10000-43000-0-0000	\$86.18
13562 ORIENTAL TRADING CO.	211845	06/25/2021	709712364-01	010-60100-0-11100-10000-43000-0-0000	\$2,005.32
14026 PEAP	211802	06/25/2021	265142	010-07200-0-11100-10000-43000-0-0000	\$362.32
14273 PITNEY BOWES INC	211683	06/04/2021	1018154922	010-00000-0-00000-72000-43000-0-0000	\$128.20
14273 PITNEY BOWES INC	211721	06/25/2021	1018316356	010-00000-0-00000-72000-59000-0-0000	\$89.42
14186 Porterville Sheltered Workshop	211684	06/04/2021	112875	010-00000-0-11100-10000-43000-0-0000	\$11.79
14186 Porterville Sheltered Workshop	211801	06/25/2021	6/23/21	010-00000-0-11100-10000-43000-0-0000	\$180.88
14348 PREMIER WALKIN MED CLINIC	211812	06/25/2021	46701	010-00000-0-00000-81000-58000-0-0000	\$90.00
14179 PURCHASE POWER	211723	06/25/2021	8000-9090-0869-7114	010-00000-0-00000-72000-59000-0-0000	\$36.41
14179 PURCHASE POWER	211809	06/25/2021	8000-9090-0869-7114	010-00000-0-00000-72000-59000-0-0000	\$30.95
14420 RAY A MORGAN COMPANY	211725	06/25/2021	3298739	010-00000-0-11100-10000-43000-0-0000	\$144.56
14420 RAY A MORGAN COMPANY	210046	06/25/2021	CM164549	010-00000-0-11100-10000-43000-0-0000	(\$144.56)
14420 RAY A MORGAN COMPANY	211726	06/25/2021	3303513	010-00000-0-11100-10000-43000-0-0000	\$201.71
14109 RENAISSANCE LEARNING INC.	211839	06/25/2021	INV5202765	010-30100-1-11100-10000-58000-0-0000	\$28,104.84
14109 RENAISSANCE LEARNING INC.	211840	06/25/2021	INV5202753	010-30100-1-11100-10000-58000-0-0000	\$5,000.00
14396 S & S AG AND AUTO PARTS	211695	06/25/2021	021028	010-07230-0-00000-36000-43000-0-0000	\$10.76
14396 S & S AG AND AUTO PARTS	211700	06/25/2021	022817	010-07230-0-00000-36000-43000-0-0000	\$79.42
14396 S & S AG AND AUTO PARTS	211705	06/25/2021	026823	010-07230-0-00000-36000-43000-0-0000	\$12.92
14396 S & S AG AND AUTO PARTS	211702	06/25/2021	028179	010-07230-0-00000-36000-43000-0-0000	\$82.26
14396 S & S AG AND AUTO PARTS	211703	06/25/2021	027801	010-07230-0-00000-36000-43000-0-0000	\$67.29
14396 S & S AG AND AUTO PARTS	211706	06/25/2021	029264	010-07230-0-00000-36000-43000-0-0000	\$123.55
14396 S & S AG AND AUTO PARTS	210045	06/25/2021	028235	010-07230-0-00000-36000-43000-0-0000	(\$32.85)
14396 S & S AG AND AUTO PARTS	211699	06/25/2021	025110	010-07230-0-00000-36000-43000-0-0000	\$146.49
14396 S & S AG AND AUTO PARTS	211704	06/25/2021	026822	010-07230-0-00000-36000-43000-0-0000	\$68.37
14396 S & S AG AND AUTO PARTS	211698	06/25/2021	024328	010-07230-0-00000-36000-43000-0-0000	\$41.67
14396 S & S AG AND AUTO PARTS	211701	06/25/2021	025859	010-07230-0-00000-36000-43000-0-0000	\$8.34
14396 S & S AG AND AUTO PARTS	211696	06/25/2021	023114	010-81500-0-00000-81000-43000-0-0000	\$9.47
12434 SCHOLASTIC INC	211749	06/25/2021	30338403	010-32120-0-11100-10000-43000-0-0000	\$406.73
12434 SCHOLASTIC INC	211750	06/25/2021	30570508	010-32120-0-11100-10000-43000-0-0000	\$49.67
14242 SCHOOL FIX/DECKER	211709	06/25/2021	382871A	010-00000-0-00000-81000-43000-0-0000	\$479.42
14308 SHI INTERNATIONAL CORP	210048	06/25/2021	CR-644629	010-07200-0-11100-10000-43000-0-0000	(\$545.93)
14308 SHI INTERNATIONAL CORP	211829	06/25/2021	B13539169	010-07200-0-11100-10000-43000-0-0000	\$545.93
14308 SHI INTERNATIONAL CORP	211820	06/25/2021	B13609810	010-07200-0-11100-10000-43000-0-0000	\$370.57
14308 SHI INTERNATIONAL CORP	211819	06/25/2021	B13544794	010-07200-0-11100-10000-58000-0-0000	\$3,800.00
14435 SIERRA NATURAL SCIENCE,INC.	211724	06/25/2021	23952	010-81500-0-00000-81000-43000-0-0000	\$586.40
14111 SISC	211689	06/04/2021	JUNE H/W RET.BRD.ACT	010-00000-0-00000-00000-95024-0-0000	\$60,194.89
14111 SISC	211690	06/04/2021	JUNE HW RET.BRD.ACT	010-00000-0-00000-00000-95028-0-0000	\$5,806.80

14111 SISC	211688	06/04/2021	JUNE HW RET.BRD.ACT	010-00000-0-00000-71000-34020-0-0000	\$7,277.40
5388 SOUTHERN CAL GAS	211810	06/25/2021	108 416 9100 8	010-00000-0-00000-81000-55000-0-0000	\$195.73
13902 SOUTHWEST SCH. & OFFICE SUPPLY	211674	06/04/2021	PINV0814691	010-00000-0-11100-10000-43000-0-0000	\$130.59
13902 SOUTHWEST SCH. & OFFICE SUPPLY	211673	06/04/2021	PINV0814691	010-00000-0-11100-10000-43000-0-0000	\$1,243.87
14444 STEPHANIE MEDINA PURUGGARIAN	211826	06/25/2021	RIMB.FINGERPRINTS	010-00000-0-00000-72000-58000-0-0000	\$57.28
14442 STEPHANIQUE SALINAS	211825	06/25/2021	REIMB.FINGERPRINTS	010-00000-0-00000-72000-58000-0-0000	\$22.00
14369 THE HOME DEPOT PRO	211811	06/25/2021	620696625	010-00000-0-00000-81000-43000-0-0000	\$442.06
12264 TIPTON AUTO PARTS	211742	06/25/2021	23841	010-81500-0-00000-81000-43000-0-0000	\$10.75
12264 TIPTON AUTO PARTS	211744	06/25/2021	24208	010-81500-0-00000-81000-43000-0-0000	\$14.01
12264 TIPTON AUTO PARTS	211745	06/25/2021	24488	010-81500-0-00000-81000-43000-0-0000	\$121.69
12264 TIPTON AUTO PARTS	211746	06/25/2021	24657	010-81500-0-00000-81000-43000-0-0000	\$58.31
12264 TIPTON AUTO PARTS	211747	06/25/2021	24824	010-81500-0-00000-81000-43000-0-0000	\$8.92
12264 TIPTON AUTO PARTS	211748	06/25/2021	24831	010-81500-0-00000-81000-43000-0-0000	\$38.40
12264 TIPTON AUTO PARTS	211754	06/25/2021	25502	010-81500-0-00000-81000-43000-0-0000	\$39.82
12264 TIPTON AUTO PARTS	211755	06/25/2021	26302	010-81500-0-00000-81000-43000-0-0000	\$39.74
12264 TIPTON AUTO PARTS	211741	06/25/2021	23817	010-81500-0-00000-81000-43000-0-0000	\$21.54
12264 TIPTON AUTO PARTS	211743	06/25/2021	24016	010-81500-0-00000-81000-43000-0-0000	\$28.18
12264 TIPTON AUTO PARTS	211751	06/25/2021	25177	010-81500-0-00000-81000-43000-0-0000	\$118.00
12264 TIPTON AUTO PARTS	211752	06/25/2021	25288	010-81500-0-00000-81000-43000-0-0000	\$38.21
12264 TIPTON AUTO PARTS	211753	06/25/2021	25424	010-81500-0-00000-81000-43000-0-0000	\$2.36
5760 TIPTON COMMUNITY SERVICES DIST	211714	06/25/2021	10040002	010-00000-0-00000-81000-55000-0-0000	\$837.38
13388 TIPTON SCHOOL CAFETERIA	211849	06/25/2021	16052	010-32120-0-00000-37000-43000-0-0000	\$6.47
14414 T-MOBILE USA INC.	211740	06/25/2021	970029235	010-32120-0-11100-10000-59000-0-0000	\$6,960.00
14426 TRAFERA, LLC	211667	06/04/2021	1000215650	010-32120-0-11100-10000-43000-0-0000	\$3,345.85
14426 TRAFERA, LLC	211665	06/04/2021	1000215650	010-32150-0-11100-10000-43000-0-0000	\$11,711.71
14426 TRAFERA, LLC	211666	06/04/2021	1000215650	010-74200-0-11100-10000-43000-0-0000	\$24,551.07
12899 TROPHY SHOPPE	211739	06/25/2021	17062	010-07200-0-11100-10000-43000-0-0000	\$463.85
13463 TULARE COUNTY OFFICE OF EDUCAT	211823	06/25/2021	211943	010-00000-0-00000-72000-43000-0-0000	\$96.00
13463 TULARE COUNTY OFFICE OF EDUCAT	211821	06/25/2021	212007	010-00000-0-00000-73500-58000-0-0000	\$19,900.00
13463 TULARE COUNTY OFFICE OF EDUCAT	211822	06/25/2021	212291	010-07200-0-00000-31400-58000-0-0000	\$9,546.00
12324 TULE TRASH COMPANY	211668	06/04/2021	102726	010-00000-0-00000-81000-55000-0-0000	\$882.34
14424 U.S. BANK EQUIPMENT FINANCE	211712	06/25/2021	444290878	010-00000-0-00000-72000-58000-0-0000	\$1,963.85
14424 U.S. BANK EQUIPMENT FINANCE	211712	06/25/2021	444290878	010-00000-0-11100-10000-58000-0-0000	\$949.38
13496 VALLEY PACIFIC PET. SERV., INC	211656	06/04/2021	21-400453	010-07230-0-00000-36000-43000-0-0000	\$1,651.00
13496 VALLEY PACIFIC PET. SERV., INC	211655	06/04/2021	21-386830	010-07230-0-00000-36000-43000-0-0000	\$1,095.01
13496 VALLEY PACIFIC PET. SERV., INC	211842	06/25/2021	21-418577	010-07230-0-00000-36000-43000-0-0000	\$1,199.17
13333 VERIZON WIRELESS	211657	06/04/2021	9882162764	010-00000-0-00000-81000-59000-0-0000	\$345.25
12498 VISALIA TIMES-DELTA	211843	06/25/2021	0003889579	010-00000-0-00000-72000-58000-0-0000	\$250.08
14439 WORKMAN PUBLISHING COMPANY INC	211805	06/25/2021	6461086	010-90336-0-11100-10000-43000-0-0000	\$640.62

**010-General Fund Total Expenditures:**

**\$516,371.76**

14101 B&B PEST CONTROL SERVICE	211719	06/25/2021	01-TIP-05-21	130-53100-0-00000-37000-58000-0-0000	\$40.00
14374 F & M VISA b	211859	06/29/2021	06/01/2021	130-53100-0-00000-37000-58000-0-0000	\$152.06
14374 F & M VISA b	211859	06/29/2021	06/01/2021	130-53100-0-00000-37000-58000-0-0000	\$3.50
14246 FRESNO PRODUCE INC	211830	06/25/2021	985910	130-53100-0-00000-37000-47000-0-0000	\$263.85
14246 FRESNO PRODUCE INC	210049	06/25/2021	38009	130-53100-0-00000-37000-47000-0-0000	(\$6.15)
14246 FRESNO PRODUCE INC	211831	06/25/2021	981656	130-53100-0-00000-37000-47000-0-0000	\$436.08
12921 GOLD STAR FOODS INC.	211659	06/04/2021	3854160	130-53100-0-00000-37000-47000-0-0000	\$189.00
12921 GOLD STAR FOODS INC.	211660	06/04/2021	3891518	130-53100-0-00000-37000-47000-0-0000	\$137.25
12921 GOLD STAR FOODS INC.	211661	06/04/2021	3928752	130-53100-0-00000-37000-47000-0-0000	\$142.50

12921 GOLD STAR FOODS INC.	211662	06/04/2021	3913798	130-53100-0-00000-37000-58000-0-0000	\$7.20
12921 GOLD STAR FOODS INC.	211835	06/25/2021	3928752	130-53100-0-00000-37000-47000-0-0000	\$142.50
12921 GOLD STAR FOODS INC.	211833	06/25/2021	3939702	130-53100-0-00000-37000-58000-0-0000	\$2.70
12921 GOLD STAR FOODS INC.	211834	06/25/2021	3940098	130-53100-0-00000-37000-58000-0-0000	\$137.70
14345 J & E RESTAURANT SUPPLY	211841	06/25/2021	76235	130-53100-0-00000-37000-43000-0-0000	\$152.99
14345 J & E RESTAURANT SUPPLY	211715	06/25/2021	75695	130-53100-0-00000-37000-43000-0-0000	\$237.01
14287 P & R Paper Supply Company, In	211722	06/25/2021	10966208-00	130-53100-0-00000-37000-43000-0-0000	\$977.87
13191 PRODUCERS DAIRY FOODS	211675	06/04/2021	48085282535-015	130-53100-0-00000-37000-47000-0-0000	\$975.55
13191 PRODUCERS DAIRY FOODS	211676	06/04/2021	48085086800-198	130-53100-0-00000-37000-47000-0-0000	\$1,309.84
13191 PRODUCERS DAIRY FOODS	211677	06/04/2021	48085083958	130-53100-0-00000-37000-47000-0-0000	\$522.92
13191 PRODUCERS DAIRY FOODS	211679	06/04/2021	48085085307-4840	130-53100-0-00000-37000-47000-0-0000	\$818.64
13191 PRODUCERS DAIRY FOODS	211828	06/25/2021	48085090834	130-53100-0-00000-37000-47000-0-0000	\$43.78
13191 PRODUCERS DAIRY FOODS	211691	06/25/2021	48085089822	130-53100-0-00000-37000-47000-0-0000	\$341.92
13191 PRODUCERS DAIRY FOODS	211692	06/25/2021	4808508839	130-53100-0-00000-37000-47000-0-0000	\$397.53
13130 SYSCO FOOD SERVICES	211671	06/04/2021	284778962	130-53100-0-00000-37000-47000-0-0000	\$1,358.42
13130 SYSCO FOOD SERVICES	211672	06/04/2021	284763878	130-53100-0-00000-37000-47000-0-0000	\$1,125.63
13130 SYSCO FOOD SERVICES	211670	06/04/2021	284771602	130-53100-0-00000-37000-47000-0-0000	\$479.74
13130 SYSCO FOOD SERVICES	211836	06/25/2021	284795813	130-53100-0-00000-37000-47000-0-0000	\$780.88
13130 SYSCO FOOD SERVICES	211837	06/25/2021	284795814	130-53100-0-00000-37000-47000-0-0000	\$144.04
13388 TIPTON SCHOOL CAFETERIA	211847	06/25/2021	16052	130-53100-0-00000-37000-43000-0-0000	\$3.77
13388 TIPTON SCHOOL CAFETERIA	211848	06/25/2021	12/30/20	130-53100-0-00000-37000-43000-0-0000	\$5.58
13388 TIPTON SCHOOL CAFETERIA	211849	06/25/2021	16052	130-53100-0-00000-37000-43000-0-0000	\$8.53
12324 TULE TRASH COMPANY	211669	06/04/2021	102725	130-53100-0-00000-81000-55000-0-0000	\$1,227.51
13412 US SOAP WEST, LLC	211686	06/04/2021	34356	130-53100-0-00000-37000-58000-0-0000	\$248.31

**130-Cafeteria Fund Total Expenditures: \$12,808.65**

14245 CENTRAL VALLEY REFRIGERATION	211815	06/25/2021	37180	140-06205-0-00000-81000-56000-0-0000	\$9,660.00
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**140-Deferred Maintenance Fund: \$9,660.00**

13607 MANGINI ASSOCIATES, INC.	211697	06/22/2021	11584	351-78100-0-00000-85000-62000-0-0000	\$59,400.00
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**351-County Facilities Fund (Modernization): \$59,400.00**

**Total Payments \$598,240.41**



APY List

Date Paid between 07/01/2021 and 07/23/2021

Vendor No	Vendor Name	Reference Number	Payment Date	Invoice Number/Desc.	AccountCode	Amount
13670	AERIES,INC - EAGLE SOFTWARE	220048	07/20/2021	M&S-8233	010-07200-0-11100-10000-58000-0-0305	\$7,302.73
14377	AMERICAN STEAMWAY INC.	220013	07/02/2021	32132	010-81500-0-00000-81000-43000-0-0000	\$446.21
12788	ARAMARK UNIFORM SERVICES INC	220014	07/02/2021	503000314847	010-00000-0-00000-81000-56000-0-0000	\$446.97
13904	AT&T	220015	07/02/2021	9391028858	010-00000-0-00000-81000-59000-0-0000	\$200.40
12549	CALIFORNIA SCHOOL BOARDS ASSN.	220042	07/20/2021	INV-56024-C8L0Q1	010-00000-0-00000-72000-53000-0-0000	\$6,360.00
12549	CALIFORNIA SCHOOL BOARDS ASSN.	220043	07/20/2021	INV-57035-C0G9K9	010-00000-0-00000-72000-58000-0-0000	\$3,795.00
12548	CALIFORNIA TURF EQUIP. & SUPP.	220010	07/02/2021	506513	010-81500-0-00000-81000-43000-0-0000	\$79.00
12548	CALIFORNIA TURF EQUIP. & SUPP.	220011	07/02/2021	506450	010-81500-0-00000-81000-43000-0-0000	\$77.20
5481	EMPLOYMENT DEVELOPMENT DEPT.	220051	07/20/2021	94238433 Q2 2021	010-00000-0-00000-00000-95025-0-0000	\$526.07
14375	F & M VISA s	220044	07/20/2021	8230 Solian	010-00000-0-00000-72000-58000-0-0000	\$1.27
14375	F & M VISA s	220046	07/20/2021	8230 Solian	010-07230-0-00000-36000-43000-0-0000	\$100.00
14375	F & M VISA s	220050	07/20/2021	8230 Solian	010-30100-2-11100-10000-43000-0-0000	\$430.61
14374	F & M VISA b	220045	07/20/2021	7885 Bettencout	010-00000-0-00000-72000-58000-0-0000	\$5.54
14359	FRONTLINE TECH. GROUP LLC	220047	07/20/2021	INVUS138506	010-00000-0-00000-72000-58000-0-0000	\$3,737.80
12577	HOUSTON INSURANCE SERVICES	220041	07/20/2021	4547	010-00000-0-00000-72000-54500-0-0000	\$32,924.00
12577	HOUSTON INSURANCE SERVICES	220041	07/20/2021	4547	010-07230-0-00000-36000-54500-0-0000	\$3,400.00
14385	ILLUMINATE EDUCATION INC	220049	07/20/2021	INV0000056397	010-07200-0-11100-24900-58000-0-0102	\$5,349.05
13961	LOWE'S	220002	07/02/2021	996343	010-81500-0-00000-81000-43000-0-0000	\$421.48
13961	LOWE'S	220005	07/02/2021	907908	010-81500-0-00000-81000-43000-0-0000	\$387.24
13961	LOWE'S	220007	07/02/2021	907228	010-81500-0-00000-81000-43000-0-0000	\$89.61
13961	LOWE'S	220001	07/02/2021	920620	010-81500-0-00000-81000-43000-0-0000	\$257.20
13961	LOWE'S	220004	07/02/2021	906742	010-81500-0-00000-81000-43000-0-0000	\$49.33
12836	OFFICE DEPOT, INC.	220036	07/02/2021	178471036001	010-00000-0-11100-10000-43000-0-0000	\$55.50
12836	OFFICE DEPOT, INC.	220034	07/02/2021	1764081136001	010-74250-0-11350-10000-43000-0-0000	\$27.44
12836	OFFICE DEPOT, INC.	220035	07/02/2021	175888864001	010-74250-0-11350-10000-43000-0-0000	\$72.49
14111	SISC	220052	07/20/2021	JULY HW RET BRD ACT	010-00000-0-00000-00000-95024-0-0000	\$60,532.43
14111	SISC	220052	07/20/2021	JULY HW RET BRD ACT	010-00000-0-00000-00000-95028-0-0000	\$6,883.60
14111	SISC	220052	07/20/2021	JULY HW RET BRD ACT	010-00000-0-00000-71000-34020-0-0000	\$7,277.40
5383	SOUTHERN CALIF EDISON CO	220039	07/20/2021	700140798877	010-99900-0-00000-81000-55000-0-0000	\$14,786.16
13828	THE DIESEL DOCTOR	220008	07/02/2021	48307	010-07230-0-00000-36000-56000-0-0000	\$937.66
14369	THE HOME DEPOT PRO	220020	07/02/2021	624516308	010-00000-0-00000-81000-43000-0-0000	\$3,845.92
14369	THE HOME DEPOT PRO	220023	07/02/2021	621216944	010-00000-0-00000-81000-43000-0-0000	\$300.62
14369	THE HOME DEPOT PRO	220025	07/02/2021	621480490	010-00000-0-00000-81000-43000-0-0000	\$64.00
14369	THE HOME DEPOT PRO	220022	07/02/2021	621020791	010-00000-0-00000-81000-43000-0-0000	\$139.00

14369 THE HOME DEPOT PRO	220029	07/02/2021	621561615	010-00000-0-00000-81000-43000-0-0000	\$483.61
14369 THE HOME DEPOT PRO	220032	07/02/2021	621761816	010-00000-0-00000-81000-43000-0-0000	\$1,708.75
14369 THE HOME DEPOT PRO	220031	07/02/2021	621561323	010-00000-0-00000-81000-43000-0-0000	\$291.73
14369 THE HOME DEPOT PRO	220033	07/02/2021	622963254	010-00000-0-00000-81000-43000-0-0000	\$657.98
14369 THE HOME DEPOT PRO	220027	07/02/2021	621275270	010-00000-0-00000-81000-43000-0-0000	\$129.53
14369 THE HOME DEPOT PRO	220028	07/02/2021	622963262	010-00000-0-00000-81000-43000-0-0000	\$272.60
13463 TULARE COUNTY OFFICE OF EDUCAT	220037	07/02/2021	212207	010-30100-0-11100-10000-58000-0-0000	\$16,843.75
13463 TULARE COUNTY OFFICE OF EDUCAT	220037	07/02/2021	212207	010-32120-0-11100-10000-58000-0-0000	\$1,268.75
13333 VERIZON WIRELESS	220019	07/02/2021	942004164	010-00000-0-00000-81000-59000-0-0000	\$512.99

**010-General Fund Total Expenditures: \$183,478.62**

12921 GOLD STAR FOODS INC.	220016	07/02/2021	3964141	130-53100-0-00000-37000-58000-0-0000	\$30.60
12921 GOLD STAR FOODS INC.	220017	07/02/2021	3964547	130-53100-0-00000-37000-58000-0-0000	\$7.20
12921 GOLD STAR FOODS INC.	220018	07/02/2021	3965238	130-53100-0-00000-37000-47000-0-0000	\$49.40

**130-Cafeteria Fund Total Expenditures: \$87.20**

13607 MANGINI ASSOCIATES, INC.	220040	07/20/2021	11647	351-78100-0-00000-85000-62000-0-0000	\$36,300.00
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**351-County Facilities Fund (Modernization): \$36,300.00**

**Total Payments \$219,865.82**

**8. Any Other Business:**

**8.1 Board Policies June 2021**

**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 the accompanying Board policy.

- (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, harassment, intimidation, or bullying and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. 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)*
- (cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)*

Principal

(title or position)

TESD Main Office

(unit or office)

370 N Evans Rd Tipton, CA 93272

(address)

55-752-4213

(telephone number)

csolian@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 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, 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, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. 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 a list of 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. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. 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
6. 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)*

7. 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)*

8. 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

**UNIFORM COMPLAINT PROCEDURES** (continued)

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. 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 laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

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

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

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

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices 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:

**UNIFORM COMPLAINT PROCEDURES** (continued)

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy 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.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying 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)
6. When a complaint alleging unlawful discrimination, 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.
7. When a complainant of unlawful discrimination, 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



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

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 to resolve the complaint. 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, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all 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.

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

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

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 the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), 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 any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or 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)

### **Timeline for Investigation Report**

#### **OPTION 1:**

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

For any complaint alleging unlawful discrimination, 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 investigation report at the same time it is provided to the complainant.

### **Investigation Report**

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report 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 an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying based on state law, the investigation report shall also include a notice to the complainant that:

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

## **Corrective Actions**

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

*(cf. 5137 - Positive School Climate)*

For complaints involving retaliation or unlawful discrimination, 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

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 of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student 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)*

When an employee is found to have committed retaliation or unlawful discrimination, 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, 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 law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, 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, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith 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 investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

AR 1312.3(l)

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

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. 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
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

### **Health and Safety Complaints in License-Exempt Preschool Programs**

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site. (Education Code 8235.5; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8235.5; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8235.5; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

## **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 Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

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

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)



## **CIVILITY**

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

*(cf. 0415 - Equity)*

*(cf. 5137 - Positive School Climate)*

## **INTEGRATED WASTE MANAGEMENT**

The Governing Board believes that the conservation of water, energy, and other natural resources, the protection of the environment, and the implementation of an effective waste diversion program are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

*(cf. 0100 - Philosophy)*

*(cf. 3510 - Green School Operations)*

*(cf. 3511 - Energy and Water Management)*

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.2 - Integrated Pest Management)*

The district's integrated waste management program shall include strategies designed to promote waste management practices of source reduction, recycling, and composting to help the district reduce and recycle solid and organic waste, properly dispose of potentially hazardous materials, improve efficiency in the use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3517 - Facilities Inspection)*

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

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

*(cf. 7131 - Relations with Local Agencies)*

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program, including applying for available grants or other cost-reduction incentives.

The Superintendent or designee may provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and the manner in which integrated waste management strategies impact such efforts.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)  
(cf. 6142.5 - Environmental Education)  
(cf. 6142.93 - Science Instruction)

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

*Legal Reference:*

EDUCATION CODE

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

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-25422 Energy conservation assistance

40050-40063 Integrated waste management

41780-41786 Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 School site source reduction and recycling

42649-42649.7 Recycling of commercial solid waste

42649.8-42649.87 Recycling of organic waste

*Management Resources:*

CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY PUBLICATIONS

Frequently Asked Questions

Recycling and Organics Recycling Guide for Schools Poster

Where to Put It: Recycling, Composting, and Trash Bin Signage

WEB SITES

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

California Department of Resources Recycling and Recovery:

<https://www.calrecycle.ca.gov/Recycle/Schools>

California Division of State Architect: <http://www.dgs.ca.gov/dsa>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

**INTEGRATED WASTE MANAGEMENT**

For all applicable areas of district operations, the Superintendent or designee shall design an integrated waste management program that minimizes the generation of waste, encourages the recovery and diversion of reusable materials from the waste stream, improves efficiency in the utilization of natural and material resources, and protects the environment. The program shall implement measures and/or practices to:

1. Reduce the consumption of disposable materials, increase the composting of organic materials, and fully utilize all materials prior to disposal

*(cf. 3510 - Green School Operations)*

2. Recycle materials such as paper, glass, plastic, and aluminum
3. Prefer recycled, biodegradable, and other environmentally preferable products when procuring materials for use in district schools and buildings or contracting for the construction or modernization of any district building

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

*(cf. 7110 - Facilities Master Plan)*

4. Work with city, county, or other government agencies to locate markets for the district's reusable and recyclable materials

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

*(cf. 7131 - Relations with Local Agencies)*

5. Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste

**Recycling**

Any school site or district facility which generates four or more cubic yards of solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.1, 42649.2)

1. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials
2. Subscribe to a recycling service which may include mixed waste processing that yields diversion results comparable to source separation

**INTEGRATED WASTE MANAGEMENT** (continued)

Any school site or district facility which generates two or more cubic yards per week of solid waste, recyclables, and organics shall arrange for recycling services specifically for organic waste, including food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Such facilities shall take at least one of the following actions: (Public Resources Code 42649.8, 42649.81-42649.82, 42649.84)

1. Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste
2. Recycle organic waste onsite or self-haul organic waste for recycling
3. Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste
4. Make other arrangements to sell or donate recyclable organic waste materials

Any school site or district facility that meets the above thresholds for solid or organic waste shall place a recycling bin or container for solid or organic waste, as applicable, in areas where food or other materials are purchased at the facility for immediate consumption. The recycling bin or container shall be: (Public Resources Code 42649.2, 42649.81)

1. Adjacent to each bin or container for nonrecyclable trash, except in restrooms
2. Visible and easily accessible
3. Clearly marked with educational signage indicating appropriate items to be placed in the recycling bin or container in accordance with state law and the local jurisdiction's waste ordinances and practices

**All Personnel**

BP 4112.42(a)

4212.42

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

4312.42

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

*(cf. 3540 - Transportation)*

*(cf. 3542 - School Bus Drivers)*

*(cf. 3543 - Transportation Safety and Emergencies)*

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

A driver shall not report for duty or remain on duty when the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when the driver has used any drug listed in 21 CFR 1308.12-1308.15, unless the driver is using the drug under the direction of a physician who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR 382.205, 382.207)

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

**Consequences Based on Test Results**

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

*(cf. 4159/4259/4359 - Employee Assistance Programs)*  
*(cf. 4161/4261/4361 - Leaves)*  
*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*  
*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*  
*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*  
*(cf. 4261.1 - Personal Illness/Injury Leave)*

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

*Legal Reference:*

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1294 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49

31306 Alcohol and drug testing

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs

382.101-382.727 Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

*Management Resources:*

CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 2017

What is CSAT? Controlled Substances and Alcohol Testing, 2016

WEB SITES

California Department of Motor Vehicles: <https://www.dmv.ca.gov>

California Highway Patrol: <http://www.chp.ca.gov>

Commercial Driver's License Drug and Alcohol Clearinghouse: <https://clearinghouse.fmcsa.dot.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

**All Personnel**

AR 4112.42(a)

4212.42

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

4312.42

**Definitions**

For purposes of drug testing required by the U.S. Department of Transportation (DOT), *drugs* include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR 40.3, 40.85, 382.107)

*Alcohol concentration (or content)* means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

*Safety-sensitive function* means all time from the time the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising or assisting in the loading or unloading of the vehicle; and repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 382.107)

*(cf. 3540 - Transportation)*

*(cf. 3542 - School Bus Drivers)*

*(cf. 3543 - Transportation Safety and Emergencies)*

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

**Designated Employer Representative**

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

**Pre-employment Testing**

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the



**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide consent to obtain the information from previous employers or from the Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months from the date of application or participated in a random drug testing program for the previous 12 months from the date of application.
3. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

### **Post-Accident Testing**

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

### **Random Testing**

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

### **Reasonable Suspicion Testing**

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the person who made the observations. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

### **Return-to-Duty Testing**

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

### **Follow-Up Testing**

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

### **Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse**

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

### **Notifications**

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS** (continued)

12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

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

Each driver shall sign a statement certifying receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

**Records**

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

*(cf. 3580 - District Records)*

**All Personnel**

BP 4158(a)

4258

**EMPLOYEE SECURITY**

4358

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 5131.4 - Student Disturbances)*

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions.

*(cf. 3515.2 - Disruptions)*

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work.

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

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

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

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

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

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

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

## **EMPLOYEE SECURITY** (continued)

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

*(cf. 5141 - Health Care and Emergencies)*

### **Use of Pepper Spray**

Employees shall not carry or possess pepper spray on school property or at school activities except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

### **Reporting of Injurious Objects**

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

*(cf. 3515.7 - Firearms on School Grounds)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5144 - Discipline)*



## **EMPLOYEE SECURITY** (continued)

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

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

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

### *Legal Reference:*

#### EDUCATION CODE

32210-32212 *Willful disturbance, public schools or meetings*

32225-32226 *Communication devices*

35208 *Liability insurance*

35213 *Reimbursement for loss, destruction or damage of school property*

44014 *Report of assault by pupil against school employee*

44807 *Duty concerning conduct of students*

48201 *Transfer of student records*

48900-48926 *Suspension or expulsion*

49079 *Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion*

49330-49335 *Injurious objects*

#### CIVIL CODE

51.7 *Freedom from violence or intimidation*

#### CODE OF CIVIL PROCEDURE

527.8 *Workplace violence safety*

#### GOVERNMENT CODE

995-996.4 *Defense of public employees*

3543.2 *Scope of representation*

12926 *Definitions*

#### LABOR CODE

230-230.2 *Leave for victims of domestic violence, sexual assault, or specified felonies*

#### PENAL CODE

71 *Threatening public officers and employees and school officials*

240-246.3 *Assault and battery, especially:*

241.3 *Assault against school bus drivers*

241.6 *Assault on school employee including board member*

243.3 *Battery against school bus drivers*

243.6 *Battery against school employee including board member*

245.5 *Assault with deadly weapon against school employee including board member*

290 *Registration of sex offenders*

601 *Trespass by person making credible threat*

626-626.11 *School crimes*

646.9 *Stalking*

18150 *Gun violence restraining orders*

18170 *Gun violence restraining order issued after notice and hearing*

22810 *Purchase, possession, and use of tear gas*

*Legal Reference continued: (see next page)*

**EMPLOYEE SECURITY** (continued)

*Legal Reference: (continued)*

WELFARE AND INSTITUTIONS CODE

827 *Juvenile court proceedings; reports; confidentiality*

828.1 *District police or security department, disclosure of juvenile records*

COURT DECISIONS

*City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526*

*Management Resources:*

WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

## All Personnel

AR 4158(a)

4258

## EMPLOYEE SECURITY

4358

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

*(cf. 3515.2 - Disruptions)*

*(cf. 3515.3 - District Police/Security Department)*

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

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5144 - Discipline)*

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response. Reports of an attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

In addition, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. (Education Code 44014)

### Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

#### 1. Acts That Are Grounds for Suspension or Expulsion

- a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

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

*(cf. 5125 - Student Records)*

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

- b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or

**EMPLOYEE SECURITY** (continued)

designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

- c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 48201, 49079)
2. Offenses Reported to the District by a Court
    - a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal. (Welfare and Institutions Code 827)
    - b. The principal shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal thinks may need the information in order to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)
    - c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)
    - d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

**EMPLOYEE SECURITY** (continued)

- e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

**Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking**

When requested by an employee who is a victim of domestic violence, sexual assault, or stalking, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: (Labor Code 230)

1. A transfer, reassignment, or modified schedule
2. A changed work telephone or work station
3. An installed lock
4. Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace
5. Referral to a victim assistance organization
6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime

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

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. (Labor Code 230)

**EMPLOYEE SECURITY** (continued)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking. Such certification may include: (Labor Code 230)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Labor Code 230)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, or stalking or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. (Labor Code 230)

The district shall not retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Labor Code 230)

## **EMPLOYEE SECURITY** (continued)

### **Use of Pepper Spray**

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

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

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

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

**CHILD ABUSE PREVENTION AND REPORTING**

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

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

*(cf. 5141.5 - Mental Health)*

*(cf. 5141.6 - School Health Services)*

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

**Child Abuse Prevention**

The district's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6143 - Courses of Study)*

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

*(cf. 5142 - Safety)*

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.



**CHILD ABUSE PREVENTION AND REPORTING** (continued)

**Child Abuse Reporting**

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

*(cf. 0450 - Comprehensive Safety Plan)*

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

*Legal Reference: (see next page)*

**CHILD ABUSE PREVENTION AND REPORTING (continued)**

*Legal Reference:*

EDUCATION CODE

215.5 Student identification cards with National Domestic Violence Hotline telephone number

32280-32289.5 Comprehensive school safety plans

33133.5 Posters of telephone number for students to report child abuse or neglect

33195 Heritage schools, mandated reporters

33308.1 Guidelines on procedure for filing child abuse complaints

44252 Teacher credentialing

44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

51900.6 Sexual abuse and sexual assault awareness and prevention instruction

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as a result of childhood sexual abuse

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act

273a Willfully causing unjustifiable pain or mental suffering of child; endangering life or health

286 Crime of sodomy

287 Crime of oral copulation

288 Definition of lewd or lascivious act requiring reporting

289 Crime of sexual penetration

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

CODE OF REGULATIONS, TITLE 5

3200-3205 Filing complaints with CDE; special education students

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

COURT DECISIONS

Camreta v. Greene (2011) 131 S.Ct. 2020

*Management Resources: (see next page)*

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

*Management Resources:*

CSBA PUBLICATIONS

*Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve*

*Health Framework for California Public Schools, Kindergarten Through Grade Twelve*

WEB SITES

*California Attorney General's Office, Suspected Child Abuse Report Form:*

*[https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss\\_8572.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf)*

*California Department of Education, Child Abuse Prevention Training and Resources:*

*<http://www.cde.ca.gov/ls/ss/ap>*

*California Department of Social Services, Information Resources Guide:*

*<http://www.childsworld.ca.gov>*

*U.S. Department of Health and Human Services, Child Welfare Information Gateway:*

*<https://www.childwelfare.gov>*

**CHILD ABUSE PREVENTION AND REPORTING**

**Definitions**

*Child abuse or neglect* includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

*Child abuse or neglect* does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of employment (Penal Code 11165.5, 11165.6)

*(cf. 3515.3 - District Police/Security Department)*

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be legally privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

*(cf. 5131 - Conduct)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5144 - Discipline)*

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

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

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

(cf. 6145.2 - *Athletic Competition*)

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

*Mandated reporters* include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; licensees, administrators, and employees of a licensed child day care facility; Head Start program teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

*Reasonable suspicion* means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on the person's training and experience, to suspect child abuse or neglect. However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

**Reportable Offenses**

A mandated reporter shall make a report using the procedures provided below whenever, acting in a professional capacity or within the scope of employment, the mandated reporter has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11165.9, 11166.05, 11167)

Any district employee who reasonably believes to have observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

## **CHILD ABUSE PREVENTION AND REPORTING** (continued)

### **Responsibility for Reporting**

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom the person knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

*(cf. 1240 - Volunteer Assistance)*

### **Reporting Procedures**

#### 1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Such reports shall be made to the following agency(ies):

Tulare County ChildWelfare Services

(name of appropriate agency)

6260 S Mooney Blvd, Visalia, CA 93277

(address)

1-800-331-1585

(phone number)

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall prepare and either send, fax, or electronically transmit to the appropriate agency a written follow-up report, which includes a completed California Department of Justice (DOJ) form (BCIA 8572). (Penal Code 11166, 11168)

The DOJ form may be obtained from the district office or other appropriate agencies, such as the police department, sheriff's department, or county probation or welfare department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to the mandated reporter. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose the mandated reporter's identity to a supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

**Training**

Within the first six weeks of each school year, or within the first six weeks of employment if hired during the school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. (Education Code 44691; Penal Code 11165.7)

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall use the online training module provided by the California Department of Social Services (CDSS). (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)



## **CHILD ABUSE PREVENTION AND REPORTING** (continued)

### **Victim Interviews by Social Services**

Whenever CDSS or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform the person of the following requirements prior to the interview: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable the child to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

### **Release of Child to Peace Officer**

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

### **Parent/Guardian Complaints**

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those guidelines and/or procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 3320 - Claims and Actions Against the District)*

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 3200-3205.

**Notifications**

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of the person's position shall sign a statement indicating knowledge of the reporting obligations under Penal Code 11166 and compliance with such provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

## **SUICIDE PREVENTION**

The Governing Board recognizes that suicide is a leading cause of death among youth, prevention is a collective effort that requires stakeholder engagement, and school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other trauma associated with suicide, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

*(cf. 1220 - Citizen Advisory Committees)*

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

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.21 - Interns)*

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

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

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 5142 - Safety)*

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

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

*(cf. 6145.2 - Athletic Competition)*

**SUICIDE PREVENTION** (continued)

2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

*(cf. 6142.8 - Comprehensive Health Education)*

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide
5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis
6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
7. Crisis intervention procedures for addressing suicide threats or attempts
8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide
9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the

oversight of mental health and suicide prevention training, collaboration with

BP 5141.52(c)

**SUICIDE PREVENTION** (continued)

community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

*(cf. 5141.5 - Mental Health)*

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

*(cf. 5141.6 - School Health Services)*

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

*Legal Reference: (see next page)*

## **SUICIDE PREVENTION (continued)**

### *Legal Reference:*

#### EDUCATION CODE

215 *Student suicide prevention policies*

215.5 *Suicide prevention hotline contact information on student identification cards*

216 *Suicide prevention online training programs*

234.6 *Posting suicide prevention policy on web site*

32280-32289.5 *Comprehensive safety plan*

49060-49079 *Student records*

49602 *Counseling; confidentiality of student information*

49604 *Suicide prevention training for school counselors*

#### GOVERNMENT CODE

810-996.6 *Government Claims Act*

#### PENAL CODE

11164-11174.3 *Child Abuse and Neglect Reporting Act*

#### WELFARE AND INSTITUTIONS CODE

5698 *Emotionally disturbed youth; legislative intent*

5850-5886 *Children's Mental Health Services Act*

#### COURT DECISIONS

*Corales v. Bennett (Ontario-Montclair School District) (2009) 567 F.3d 554*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019*

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

*Model Youth Suicide Prevention Policy*

#### CALSCHLS PUBLICATIONS

*California Healthy Kids Survey (CHKS)*

*California School Parent Survey (CSPS)*

*California School Staff Survey (CSSS)*

#### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

*School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009*

#### EACH MIND MATTERS: CALIFORNIA'S MENTAL HEALTH MOVEMENT PUBLICATIONS

*Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012*

#### HEARD ALLIANCE PUBLICATIONS

*K-12 Toolkit for Mental Health Promotion and Suicide Prevention, 2017*

#### MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMUNICATIONS PUBLICATIONS

*Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025*

#### NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

*Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015*

#### SUICIDE PREVENTION RESOURCE CENTER PUBLICATIONS

*After a Suicide: A Toolkit for Schools, 2nd Edition, 2018*

*Management Resources continued: (see next page)*

BP 5141.52(e)

## **SUICIDE PREVENTION (continued)**

*Management Resources: (continued)*

*U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS*

*National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012*

*Preventing Suicide: A Toolkit for High Schools, 2012*

*WEB SITES*

*American Academy of Pediatrics: <https://www.healthychildren.org>*

*American Association of Suicidology: <http://www.suicidology.org>*

*American Foundation for Suicide Prevention: <https://afsp.org>*

*American Psychological Association: <http://www.apa.org>*

*American School Counselor Association: <https://www.schoolcounselor.org>*

*California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>*

*California Department of Health Care Services, Mental Health Services:*

*<http://www.dhcs.ca.gov/services/MH>*

*California Mental Health Services Authority: <https://www.calmhsa.org>*

*CalSCHLS: <https://calschls.org>*

*Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>*

*Crisis Text Line: <https://www.crisistextline.org>*

*Each Mind Matters: California's Mental Health Movement: <https://emmresourcecenter.org>*

*HEARD Alliance: <https://www.heardalliance.org>*

*Mental Health Services Oversight and Accountability Commission: <https://mhsoac.ca.gov>*

*National Action Alliance for Suicide Prevention: <https://theactionalliance.org>*

*National Association of School Psychologists: <https://www.nasponline.org>*

*National Child Traumatic Stress Network: <https://www.nctsn.org>*

*National Institute for Mental Health: <http://www.nimh.nih.gov>*

*Substance Abuse and Mental Health Services Administration: <https://www.samhsa.gov>*

*Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>*

*Suicide Prevention Messaging: <https://suicidepreventionmessaging.org>*

*Suicide Prevention Resource Center: <https://www.sprc.org/about-suicide>*

*Trevor Project: <http://thetrevorproject.org>*

*U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov>*

**SUICIDE PREVENTION****Staff Development**

Suicide prevention training shall be provided to teachers, interns, counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers. The training shall be offered under the direction of a district counselor, psychologist, and/or social worker who has received advanced training specific to suicide and who may collaborate with one or more county or community mental health agencies.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.21 - Interns)*

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

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

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 5142 - Safety)*

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

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

*(cf. 6145.2 - Athletic Competition)*

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe or traumatic stressor or loss, family instability, impulsivity, and other factors

*(cf. 5131.6 - Alcohol and Other Drugs)*

3. Identification of students who may be at risk of suicide, including, but not limited to, warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent



**SUICIDE PREVENTION** (continued)

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum, promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide
6. The importance of early prevention and intervention in reducing the risk of suicide
7. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

*(cf. 5141.6 - School Health Services)*

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

8. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for constant monitoring and supervision of the student, during the time the student is in the school's physical custody, while the immediate referral of the student to medical or mental health services is being processed
9. District procedures for responding after a suicide has occurred
10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

**Instruction**

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age and developmentally appropriate manner and shall be designed to help students:

1. Identify and analyze warning signs and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide

## **SUICIDE PREVENTION** (continued)

2. Develop coping and resiliency skills for dealing with stress and trauma, and building self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults; school resources, including the district's suicide prevention, intervention, and referral procedures; and/or community crisis intervention resources where youth can get help

*(cf. 5141.6 - School Health Services)*  
*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

5. Develop help-seeking strategies and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

*(cf. 5131.6 - Alcohol and Other Drugs)*

6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

*(cf. 6145.8 - Assemblies and Special Events)*

### **Student Identification Cards**

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

### **Intervention**

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and on school and district web sites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Students shall be encouraged to notify a teacher, principal, counselor, designated reporter, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

**SUICIDE PREVENTION** (continued)

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, school counselor, or designated reporter, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, discussed, or referred to with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, or to report child abuse and neglect as required by Penal Code 11164-11174.3. (Education Code 49602)

*(cf. 5141 - Health Care and Emergencies)*

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision and providing comfort to the student until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

*(cf. 0450 - Comprehensive Safety Plan)*

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

*(cf. 5125 - Student Records)*

**SUICIDE PREVENTION** (continued)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

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

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate steps to ensure the student's readiness for return to school and determine the need for ongoing support.

**Postvention**

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how to best discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

*(cf. 1112 - Media Relations)*

**SUICIDE PREVENTION** (continued)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

**SEARCH AND SEIZURE**

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise discretion and use good judgment when conducting searches.

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

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 3515 - Campus Security)*

*(cf. 3515.3 - District Police/Security Department)*

*(cf. 5131 - Conduct)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

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

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Searches Based on Individualized Suspicion**

School officials may search an individual student, the student's property, or district property under the student's control when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, the student's property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

**SEARCH AND SEIZURE (continued)**

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

*(cf. 6163.4 - Student Use of Technology)*

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

**Searches of Student Lockers and Desks**

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

**SEARCH AND SEIZURE (continued)**

*Legal Reference:*

EDUCATION CODE

32280-32289 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

48900-48927 Suspension and expulsion

49050-49051 Searches by school employees

49330-49334 Injurious objects

PENAL CODE

626.9 Firearms

626.10 Dirks, daggers, knives or razor

1546-1546.1 Production of or access to electronic communication information  
CALIFORNIA CONSTITUTION

Article I, Section 28(c) Right to Safe Schools

COURT DECISIONS

In G.C. v. Owensboro Public Schools (6th Cir. 2013) 711 F.3d 623

In re Sean A. (2010) 191 Cal. App. 4th 182

Redding v. Safford Unified School District, (2009) 557 U.S. 364

Jennings v. Joshua Independent School District (5th Cir. 1992) 948 F.2d 194

In re Cody S., 121 Cal. App. 4th 86, 92 (2004)

Clump v. Nazareth Area School District (E.D. Pa. 2006) 425 F. Supp. 2d 622, 640

In Re William V. (2003) 111 Cal.App.4th 1464

B.C. v. Plumas (9th Cir. 1999) 192 F.3d 1260

In re Latasha W. (1998), 60 Cal. App. 4th 1524

O'Connor v. Ortega, (1987) 480 U.S. 709

In re William G (1985) 40 Cal. 3d 550

New Jersey v. T.L.O., (1985) 469 U.S. 325

Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470

Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999

WEB SITES

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

California Attorney General's Office: <http://caag.state.ca.us>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss>

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>



**STATE ACADEMIC ACHIEVEMENT TESTS**

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

The students of any charter school that receives its state funding allocation through the district shall be tested in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test administrator or test examiner. (5 CCR 851)

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0420.41 - Charter School Oversight)*

*(cf. 6158 - Independent Study)*

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

*(cf. 6181 - Alternative Schools/Programs of Choice)*

*(cf. 6183 - Home and Hospital Instruction)*

*(cf. 6184 - Continuation Education)*

*(cf. 6185 - Community Day School)*

The Superintendent or designee also shall appoint trained test administrator(s) to administer the CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be a certificated or licensed employee or contractor of the district or county office of education. (5 CCR 850)

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

## **Tests Included in the State Assessment System**

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. The Smarter Balanced summative assessments for English language arts and mathematics in grades 3-8 and 11, except that:

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

- a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by the student's parent/guardian.

*(cf. 6174 - Education for English Learners)*

- b. Students with disabilities who are unable to participate in the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, shall be provided an alternate test when designated in their individualized education program (IEP), as provided in item #3 below.

*(cf. 6159 - Individualized Education Program)*

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

AR 6162.51(c)

## **STATE ACADEMIC ACHIEVEMENT TESTS (continued)**

2. The California Science Test (CAST) at grades 5, 8, and once in grades 10-12

However, students with disabilities who are unable to participate in the CAST, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

*(cf. 6142.93 - Science Instruction)*

3. The California Alternate Assessments (CAA) in English language arts, mathematics, and science for students with significant cognitive disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels

Throughout the school year, schools may use Smarter Balanced interim assessments and formative assessment tools at any grade level to provide timely feedback regarding students' progress toward mastery of the skills measured by the summative assessments in English language arts and mathematics and to assist teachers in continually adjusting instruction to improve learning. The Superintendent or designee may determine the timing and frequency of the administration of such assessments.

### **Exemptions**

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

*(cf. 5145.6 - Parental Notifications)*

Parents/guardians may annually submit to the school a written request to excuse their child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

### **Testing Period**

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. Unless otherwise specified in state regulations, assessments shall be administered between the date on which at least 66 percent of the school's instructional days have been completed, but no earlier than the second Tuesday in January, and the last day of instruction for the regular annual calendar of the school, but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15.
2. The CAA for science shall be administered annually beginning on a date in September as determined by CDE through the last day of instruction for the regular annual calendar of the school, but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15.
3. The CSA shall be administered to English learners within the testing window specified in item #1.

Within the above testing windows, the Superintendent or designee may designate one testing period for each school. The district shall not exceed six selected testing periods within the available testing window. The testing period shall be no fewer than 25 consecutive instructional days and may be extended up to an additional 10 consecutive instructional days if still within the available testing window set forth in items #1-2 above. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

### **Testing Variations**

All CAASPP tests shall be administered in accordance with the manuals or other instructions provided by the test contractor or CDE except that, as appropriate, the following testing variations may be used: (5 CCR 850, 853-854.4)

AR 6162.51(e)

### **STATE ACADEMIC ACHIEVEMENT TESTS (continued)**

1. Universal tools specified in 5 CCR 854.1-854.4 may be used with any student.
2. Designated supports specified in 5 CCR 854.1-854.4 may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.
3. Accommodations specified in 5 CCR 854.1-854.4 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.
4. An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a request to CDE for approval to use that unlisted resource during that year. If CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 854.9)

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 854.5)

### **Report of Test Results**

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to the student's parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to the school and teacher(s) and shall be included in the student record. (Education Code 60641; 5 CCR 863)

*(cf. 5125 - Student Records)*

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

Regulation  
approved:  
**Facilities**

CSBA MANUAL MAINTENANCE SERVICE  
June 2021  
BP 7211(a)

## **DEVELOPER FEES**

In order to finance the construction or reconstruction of school facilities needed to accommodate increased student enrollment resulting from new development, the Governing Board may establish, levy, and collect developer fees on residential, commercial, and industrial construction within the district, subject to restrictions specified by law.

### **Level 1 Fees: Residential, Commercial and Industrial Construction**

Before taking action to establish, increase, or impose Level 1 developer fees, the Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the facility or portion of the facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting at which a public hearing shall occur, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, the use to which the fee is to be put, and the public improvement(s) that the fee will be used to finance (Government Code 66001, 66006)

BP 7211(b)

### **DEVELOPER FEES** (continued)

2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
  - a. That the fees are to reimburse the district for previous expenditures
  - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

### **Level 2 Fees: Residential Construction**

In order to impose Level 2 residential construction fees within the limits of Government Code 65995.5, the Board shall, in addition to fulfilling the requirements above for Level 1 fees, undertake the following: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board (SAB) for new construction funding and be determined to be eligible by SAB
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D)

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

BP 7211(c)

## **DEVELOPER FEES** (continued)

*(cf. 7131 - Relations with Local Agencies)*

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis shall not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

Not less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

### **Level 3 Fees: Residential Construction**



When Level 3 fees are authorized by law and the district qualifies for Level 2 fees pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to Government Code 65995.7.

BP 7211(d)

### **DEVELOPER FEES** (continued)

The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 fees shall be the same as the requirements for Level 2 fees as specified above. (Government Code 65995.7)

#### **Use of Fees**

The Board shall review information provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been deposited, at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

*Legal Reference: (see next page)*

**DEVELOPER FEES** (continued)

*Legal Reference:*

EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act of 1998*

17582 *District deferred maintenance fund*

17620-17626 *Levies against development projects by school districts*

101122 *Schedule for allocation of proceeds from sale of bonds*

GOVERNMENT CODE

6061 *One time notice*

6066 *Two weeks' notice*

65352.2 *Level 2 funding notification requirement*

65864-65869.5 *Development agreements*

65995-65998 *Payment of fees against a development project*

66000-66008 *Fees for development projects*

66016-66019 *Procedures for adopting various fees*

66020-66025 *Protests, legal actions, and audits*

CODE OF REGULATIONS, TITLE 2

1859-1859.108 *School facility program*

COURT DECISIONS

*Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School District* (2019) 34 Cal. App. 5th 775

*Summerhill Winchester LLC v. Campbell Union School District* (2018) 30 Cal. App. 5th 545

*Cresta Bella, LP v. Poway Unified School District* (2013) 218 Cal.App.4th 438

*Warmington Old Town Associates* (2002) 101 Cal.App.4th 840

*Dolan v. City of Tigard* (1994) 114 S.Ct. 2309

*Garrick Development Company v. Hayward Unified School District* (1992) 3 Cal.App.4th 320

*Management Resources:*

WEB SITES

*Department of General Services, Office of Public School Construction:* <https://www.dgs.ca.gov/OPSC>

Policy  
adopted:  
**Facilities**

CSBA MANUAL MAINTENANCE SERVICE  
June 2021  
AR 7211(a)

## **DEVELOPER FEES**

The district shall send a copy of any Governing Board resolution adopting or increasing Level 1, 2, or 3 developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public and the Board the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

AR 7211(b)

**DEVELOPER FEES** (continued)

6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

**Appeals Process for Protests by Developers**

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Developers of residential, commercial, and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board which shall include:
  - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest

- b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

AR 7211(c)

**DEVELOPER FEES** (continued)

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

Regulation  
approved:

CSBA MANUAL MAINTENANCE SERVICE  
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