

TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING

AGENDA

Tuesday, May 7, 2024

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

2.3 Correspondence - Review of Second Period Interim Report, 2023-2024

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

3.1 Minutes of the Regular Board Meeting – April 2, 2024

3.2 Conference, Field Trip, Fund Raiser and Facilities Requests

3.3 Library Surplus

3.4 Agreement with TCOE for ERS Library Media Services for 2024-2025

3.5 Agreement with TCOE for External Business Services for 2024-2025

3.6 Contracted Services with Nancy Akhavan, Ed.D., Consultant for Support for English Learners and Writing for the 2024-2025 School Year

4. **ADMINISTRATIVE: Action items:**

4.1 Acknowledgement/Acceptance of the Associated Teachers of Tipton's Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2024-2024 School Year

4.2 Adopt the District's Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2024-2025 School Year

4.3 San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement No. G-191901-A1, No. G-191904-A1, and No. G-191905-A1

- 4.4 Resolution # 2023-2024-07 In the Matter of Ordering Regular Governing Board Member Elections: Specifications of the Election Order
- 4.5 Request for Additional days for Superintendent and Principal
- 4.6 Award of Bid – Bus Purchase
Recommend Award of Bid No. 2023-2024-01-Bus Purchase
- 4.7 Updated Safety Plan (*A copy of the plan will be available at the board meeting*)

5. **FINANCE: Action items:**

- 5.1 Vendor Payments

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

- 6.1 MOT--FOOD SERVICE—PROJECTS
- 6.2 California Healthy Kids Survey
- 6.3 Quarterly Uniform Complaint Summary for Quarter 1 (January – March)
- 6.4 Tipton School Drama Class

Complaint Department and The Dummest Play Ever
May 7th and 8th at Encore Theatre
Doors will open at 5:45pm
Play starts at 6:30 pm
Full cabaret will be served

7. **ANY OTHER BUSINESS:**

- 7.1 Quarterly Board Policy - March 2024
- 7.2 Delete Board Policy BP 0470 COVID-19 Mitigation Plan
- 7.3 Consideration and Public Notice of the California School Employees Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2024-2027 School Year
- 7.4 Consideration and Public Notice of the District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2024-2027 School Year

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

- 8.1 Education Code 35146
Student transfers, inter District etc.
- 8.2 Government Code Section 54957.6
Conference with labor negotiators
Agency designated representatives: Superintendent
Employee Organization: CTA
- 8.3 Government Code Section 54957
Public Employee Performance Evaluation
Title: Superintendent
- 8.4 Government Code Section 54957
Public Employee Discipline/Dismissal/Release/Complaint

9. **RECONVENE TO OPEN SESSION**
10. **REPORT OUT FROM CLOSED SESSION**
11. **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: May 3, 2024

DISTRITO ESCOLAR PRIMARIO DE TIPTON

REUNIÓN ORDINARIA DE LA JUNTA

AGENDA

martes, 7 de mayo de 2024

7:00 pm. Sala de juntas del distrito

1. LLAME PARA ORDENAR – SALUDO A LA BANDERA

De conformidad con la Ley de Estadounidenses con Discapacidades y la Ley Brown, si necesita asistencia especial para participar en la reunión, incluido el recibo de la agenda y los documentos en el paquete de la agenda en un formato alternativo, comuníquese con la oficina del Distrito Escolar Primario Tipton al (559) 752-4213. La notificación 48 horas antes de la reunión permitirá al distrito hacer arreglos razonables para garantizar la accesibilidad a esta reunión (28CFR35.102-35, 104 ADA Título II) y permitirá la preparación de documentos en un formato alternativo apropiado.

2. COMENTARIOS DEL PÚBLICO:

Para garantizar que los miembros del público tengan una oportunidad significativa de dirigirse a la junta sobre los puntos de la agenda que están dentro de la jurisdicción de la Junta, los puntos de la agenda pueden abordarse ya sea en la parte de la agenda que contiene comentarios del público o en el momento en que se aborda el asunto, asumido por la junta directiva. Las presentaciones en la junta están limitadas a 3 minutos por persona y 15 minutos por tema.

2.1 Relaciones comunitarias/comentarios de los ciudadanos

2.2 Informes por Unidades de Empleados CTA/CSEA

2.3 Correspondencia - Revisión del informe provisional del segundo período, 2023-2024

3. CALENDARIO DE CONSENTIMIENTO: Elementos de acción:

3.1 Acta de la Reunión Ordinaria de Directorio – 2 de abril de 2024

3.2 Solicitudes de conferencias, excursiones, recaudación de fondos e instalaciones

3.3 Excedente de biblioteca

3.4 Acuerdo con TCOE para los servicios multimedia bibliotecarios de ERS para 2024-2025

3.5 Acuerdo con TCOE para Servicios Empresariales Externos para 2024-2025

3.6 Servicios contratados con Nancy Akhavan, Ed.D., consultora de apoyo a estudiantes de inglés y redacción para el año escolar 2024-2025

4. ADMINISTRATIVO: Elementos de acción:

4.1 Reconocimiento/Aceptación de los Maestros Asociados de Tipton's Initial Propuesta al Distrito sobre Convenio de Negociación Colectiva Certificado Negociaciones, para el Año Escolar 2024-2024

4.2 Adoptar la propuesta inicial del Distrito a los maestros asociados de Tipton con respecto a Negociaciones certificadas de convenios colectivos, para el Año Escolar 2024-2025

4.3 Subvenciones de beneficio público del Distrito Unificado de Control de la Contaminación del Aire del Valle de San Joaquín Convenio de Financiamiento del Programa No. G-191901-A1, No. G-191904-A1 y No. G- 191905-A1

4.4 Resolución # 2023-2024-07 En Materia de Ordenamiento de Junta Directiva Ordinaria Elecciones de miembros: especificaciones del orden de elección

4.5 Solicitud de días adicionales para el Superintendente y el Director

4.6 Adjudicación de la Oferta – Compra de Autobús

Recomendar Adjudicación de la Licitación No. 2023-2024-01-Compra de Bus

4.7 Plan de seguridad actualizado (una copia del plan estará disponible en la reunión de la junta)

5. FINANZAS: Elementos de acción:

5.1 Pagos a proveedores

6. INFORMACIÓN: (Informes verbales y presentaciones)

6.1 MOT--SERVICIO DE ALIMENTOS-PROYECTOS

6.2 Encuesta de Niños Saludables de California

6.3 Resumen trimestral uniforme de quejas para el primer trimestre (enero – marzo)

6.4 Clase de teatro de la escuela Tipton

Departamento de Quejas y la obra más tonta de todos los tiempos

7 y 8 de mayo en Encore Theatre

Las puertas se abrirán a las 17:45

El juego comienza a las 6:30 pm

Se servirá cabaret completo.

7. CUALQUIER OTRO NEGOCIO:

7.1 Política trimestral de la junta directiva - marzo de 2024

7.2 Eliminar Política de la Junta BP 0470 Plan de Mitigación COVID-19

7.3 Consideración y aviso público de la Asociación de Empleados Escolares de California

Propuesta inicial al distrito sobre la negociación colectiva clasificada

Negociaciones de Acuerdo, para el Año Escolar 2024-2027

7.4 Consideración y aviso público de la propuesta inicial del Distrito a California

Asociación de empleados escolares sobre negociación colectiva clasificada

Negociaciones de Acuerdo, para el Año Escolar 2024-2027

8. CLAUSURA A SESIÓN CERRADA: La Junta considerará y podrá actuar sobre cualquiera de los siguientes puntos en sesión cerrada. Cualquier acción tomada se informará públicamente al final de la sesión cerrada como lo exige la ley.

8.1 Código de Educación 35146

Transferencias de estudiantes, entre distritos, etc.

8.2 Código de Gobierno Sección 54957.6

Conferencia con negociadores laborales

Representantes designados de la agencia: Superintendente

Organización de empleados: CTA

8.3 Código de Gobierno Sección 54957

Evaluación del desempeño de los empleados públicos

Título: Superintendente

8.4 Código de Gobierno Sección 54957

Disciplina/Despido/Liberación/Queja de Empleados Públicos

9. REUNIRSE A LA SESIÓN ABIERTA

10. INFORME FUERA DE LA SESIÓN CERRADA

11. APLAZAMIENTO

La Junta, previa discusión y votación de acuerdo, puede convertir cualquier tema en un elemento de acción.

Aviso: Si se distribuyen documentos a los miembros de la junta sobre un tema de la agenda dentro de las 72 horas posteriores a una reunión regular de la junta, al mismo tiempo los documentos estarán disponibles para inspección pública en la oficina del distrito ubicada en 370 N. Evans Road, Tipton CA. 93272, teléfono 752-4213.

Agenda publicada: 3 de mayo de 2024

2. PUBLIC INPUT:

2.3 Correspondence - Review of Second Period Interim Report, 2023-2024

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

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

(559) 733-6300
tcoe.org

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

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

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

Instructional Services
(559) 302-3633
fax (559) 739-0310

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

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

April 16, 2024

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

SUBJECT: REVIEW OF SECOND PERIOD INTERIM REPORT, 2023-24

Dear Stacey:

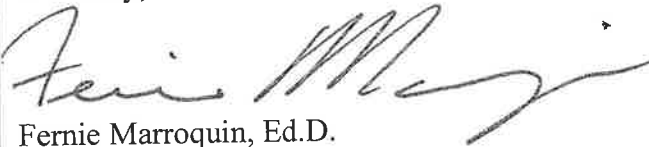
The county office has reviewed the 2023-24 Second Period Interim Report of the Tipton School District, and will be able to certify to the California Department of Education that the district has submitted a positive report for the period ending January 31, 2024.

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

Please read our attached addendum for further comments and recommendations.

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

Sincerely,



Fernie Marroquin, Ed.D.
Assistant Superintendent, Business Services
Tulare County Office of Education

FM/sd
Encl.

cc: Iva Sousa, Board President
District Business Manager

BACKGROUND

Our review of the district's 2023-24 Second Period Interim Report and the comments included are based on information the district had available at the time the Interim Report was prepared. On January 10th the Governor presented his budget proposal for the 2024-25 fiscal year. The Governor's budget for 2024-25 proposes to preserve investments made during unexpected rapid economic growth experienced during the global pandemic. However, due to the recent economic slowdown the State is facing an estimated budget gap ranging from \$38 billion-\$58 billion. This budget deficit is addressed in the Governor's budget proposal by utilizing \$18.4 billion in total budgetary reserves, targeted budget reductions, budget shifts and funding delays with the goal of maintaining the majority of programs the Governor has put in place over the past few years.

Included in the Governor's proposal is a Local Control Funding Formula (LCFF) COLA adjustment of 0.76%. When combined with population growth adjustments, this will result in a state-wide decrease in funding of roughly \$1.4 billion. However, to maintain the level of current year LCFF funding and fund the COLA in 2024-25, the budget proposes withdrawing \$2.8 billion in 2023-24 and \$2.2 billion in 2024-25 from the Public School Stabilization Account. The Governor's estimated COLA would also be applied to other education programs funded outside of the LCFF including Special Education, Child Nutrition, State Preschool, Foster Youth, Mandated Block Grant, and the Adult in Correctional Facilities Program.

Outside of funding the COLA for LCFF, the Governor is committed to maintaining current levels of funding for cornerstone programs like the Expanded Learning Opportunities Program, Special Education Early Intervention Preschool Grant, Universal Meals Program, and the Home to School Transportation Reimbursement. The Prop 98 guarantee will also be "re-benched" in fiscal year 2024-25 to accommodate the expansion of Universal Transitional Kindergarten and implementation of the Arts and Music in School – Funding Guarantee and Accountability Act (Proposition 28). Although Proposition 98 funding is adjusted down by \$9.1 billion in 2022-23 and \$2.7 billion in 2023-24, the Governor expects State revenues to rebound from current levels which would result in an increase in funding for K-12 education in 2024-25.

Supplementing funding for schools is the significant amount of federal funding districts have received in the past couple of years to mitigate impacts caused by the COVID-19 pandemic. All COVID-19 related funding awarded to school districts is set to expire on or before September 30, 2024. It is critical that school districts thoughtfully plan for the remaining expenditure of these funds and plan for the elimination of this funding in fiscal year 2024-25 and beyond. It is likely that personnel and other operating costs are currently being funded with COVID-19 grant dollars - planning for the funding and/or adjustments of these costs in an environment without additional one-time funding is imperative.

Going forward we are faced with a higher risk of recession as the economy softens and the federal government responds to inflationary pressures. It is important to note that the Governor's 2024-25 budget proposal does not include a recession scenario and, although the Governor is not projecting any budget cuts to K-12 education at this time, conditions can change in between January and the May Revise. Recessionary pressures combined with risks unique to California including emergency preparedness costs due to wildfires, affordable housing woes, state-wide declining enrollment and the phasing out significant one-time federal funding point to the importance of planning ahead and practicing fiscal prudence.

LOCAL CONTINUITY AND ATTENANCE PLAN

It is important to note that the Local Control Accountability Plan (LCAP) document will resume as the main accountability document for K-12 education for the foreseeable future and there continues to be a growing emphasis on accountability measures. The 2021 Budget Act included language that requires districts to maintain supplemental

and concentration grant funds to increase and improve services to unduplicated pupils until the funds are fully spent. This provision effectively disallows supplemental and concentration dollars from being carried over in an unrestricted fashion from one year to the next. This provision will be especially challenging for those districts that continually fall short of meeting their minimum proportionality requirement.

In addition to the supplemental and concentration grant carryover provision, the 2021 Budget Act also increased the concentration grant percentage from 55% to 65%. The funding associated with this "add-on" must be used to increase the number of adults providing direct services to students. There has been a prompt added to the LCAP template whereby districts must describe how the additional concentration grant add-on funding will be used to increase the number of staff providing direct services at schools that have a high concentration of unduplicated students. This is an on-going accountability measure that will require tracking of how these concentration add-on funds are being spent.

Lastly, due to the passage of AB1808 in 2018 the LCAP template now incorporates a section titled "Budget Overview for Parents" which is intended to help stakeholders better understand funding decisions included in the LCAP. This bill takes an additional step towards increasing transparency over those additional supplemental and concentration dollars generated by unduplicated students. The Budgeted Overview for Parents is intended to help stakeholders better understand funding decisions included in the associated LCAP.

RETIREMENT COSTS

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

The CalPERS Board adopted changes to the actuarial assumptions that became effective June 30, 2015. The changes result in a projected increase to the employer contribution rates for 2015-16 and for the following five years. The CalPERS Circular Letter 200-012-14 dated March 10, 2014 provided projected rates for 2014-15 through 2020-21 which were subsequently modified as shown below. Both the CalPERS and CalSTRS rates shown for 2019-20 and 2020-21 include the subsidy provided as part of the passage of AB84 on April 21, 2020 and rate offset included in the 2021 State Budget.

CalPERS Actual and Projected Rates					
2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual
18.062%	19.721%	20.70%	22.91%	25.37%	26.68%

Likewise, Assembly Bill 1469 increased the contribution rates that employers, employees and the state pay to support the State Teachers Retirement System. Employer rates will continued to increase until 2020-21. Thereafter, the STRS employer rate is set by the CalSTRS board.

CalSTRS Rates per Education Code Sections 22901.7 and 22950.5					
2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual
16.28%	17.10%	16.15%	16.92%	19.10%	19.10%

Districts should be cognizant about including the PERS and STRS rate increases projected in 2024-25 and 2025-26 as all rate offsets we've experienced in previously adopted State budgets have expired.

RESERVES

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

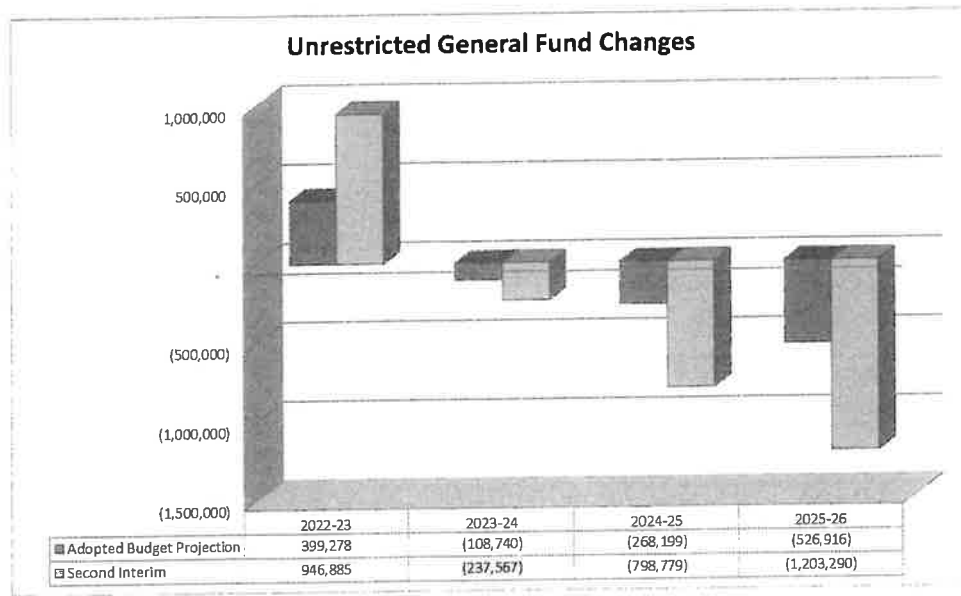
In October 2017 the Governor signed Senate Bill 751 which made significant changes to the previous Senate Bill 858 reserve cap requirements. These changes became effective January 1, 2018. The cap now allows for 10% of assigned or unassigned ending balances on a more limited number of district funds. It also exempts districts with fewer than 2,501 average daily attendance from the cap requirement.

The provisions of SB 751 are not imposed until the year after funds in the Public School System Stabilization Account (PSSSA) equals or exceeds 3% of Proposition 98 funding for school districts. The 2024-25 Governor's Budget proposal includes payments of \$339 million in 2022-23, \$288 million in 2023-24 and \$752 million in 2024-25 into PSSSA. These deposits are offset by a withdrawal of \$3 billion in 2023-24 and \$2.7 billion in 2024-25 for a net total of \$3.8 billion at the end of 2024-25. The 10% cap on school district reserves remains in place for the foreseeable future. It is recommended that districts impacted by the reserve cap take board action to commit funds for a specific purpose so they are not subject to the reserve cap.

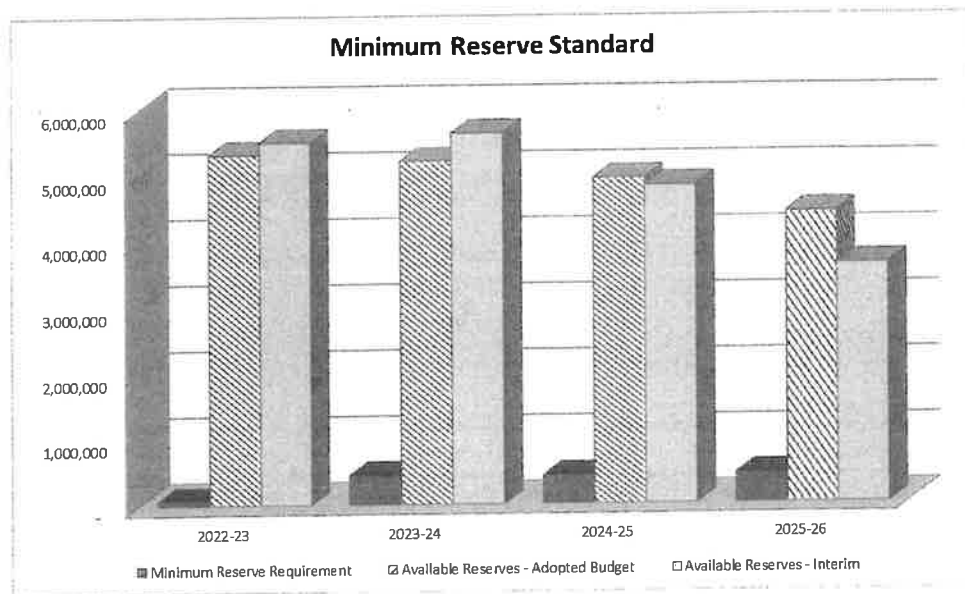
Full Accrual Financial Position - As audit reports have begun to recognize long-term pension obligations under GASB 68, districts find their annual audit report may reflect a negative unrestricted balance on their Statement of Net Position. Beginning with fiscal year 2017-18, district audit reports will also reflect the full impact of long-term commitments for Other Post-Employment Benefits (Retiree health plans) under GASB 75. This will further reduce a district's unrestricted net position. This will likely result in public concern over the fiscal management of the school district and higher costs associated with long-term financing. We encourage districts to review and understand their district's unrestricted net position upon receipt of the district's audited financial statements for 2022-23 in case questioned.

LOCAL CONTROL FUNDING FORMULA PROJECTIONS

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



The next graph presents the district’s 2023-24 Second Interim reserve status compared with the original adopted budget and state minimum reserve requirement.



COMMENTS AND RECOMMENDATIONS

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

- ➔ *The district is projecting current and future reserves that reflect a sound fiscal position. We commend the district for maintaining a secure financial position.*
- ➔ *There are no additional comments or recommendations.*

3. CONSENT CALENDAR: Action items:

3.1 Minutes of the Regular Board Meeting – April 2, 2024

TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING MINUTES

Tuesday, April 2, 2024
7:00 p.m. District Board Room

1. CALL TO ORDER – FLAG SALUTE

Board President, Iva Sousa called the meeting to order at 7:00 pm and led the flag salute. Board Members present: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha and Greg Rice. Guests: Cassandra Young, Sandra Cunha, Jackie Everett, Fausto Marin, and Connie Sanchez.

2. PUBLIC INPUT:

2.1 Community Relations/Citizen Comments

Mrs. Stacey Bettencourt introduced Mrs. Jackie Everett to the Board. She will be the appointed Principal for the 2024-2025 school year once approved in closed session.

2.2 Reports by Employee Units CTA/CSEA

3. CONSENT CALENDAR: Action items:

3.1 Minutes of the Regular Board Meeting – March 5, 2023

3.2 Agency Agreement with TCOE for 2023-2024 for New Teacher and Leadership Development

3.3 Conference, Field Trip, Fund Raiser and Facilities Requests

Motion to approve the consent calendar was made by Greg Rice and second by Fernando Cunha.

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

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

No – 0

Abstain –0

Absent – 0

4. ADMINISTRATIVE: Action items:

4.1 Ratify Agreement with GigaKOM for Category 2 (Network Electronic Equipment)

Motion to ratify the agreement with GigaKOM for Category 2 (Network Electronic Equipment) was made by John Cardoza and second by Greg Rice.

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

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

No – 0

Abstain –0

Absent – 0

5. FINANCE: Action items:

5.1 Vendor Payments

Motion to approve vendor payments was made by Fernando Cunha and second by Greg Rice.

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

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

No – 0

Abstain –0

Absent – 0

6. INFORMATION: (Verbal Reports & Presentations)

6.1 MOT--FOOD SERVICE—PROJECTS

Mr. Fausto Martin shared updates with the Board on the TK building construction project and inspections for the bus, hood range and lift.

Ms. Connie Sanchez shared with the Board that they were looking into upgrading the dishwasher and that the cafeteria was going through the procurement review process and will be finished with it soon.

7. ANY OTHER BUSINESS:

7.1 Consideration and Public Notice of the Associated Teachers of Tipton’s Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2024-2025 School Year

7.2 Consideration and Public Notice of District’s Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2024-2025 School Year

8. ADJOURN TO CLOSED SESSION: 7:21 pm

9. RECONVENE TO OPEN SESSION: 7:51 pm

10. REPORT OUT FROM CLOSED SESSION:

8.1 Education Code 35146

Student transfers, inter District etc.

Motion to approve student #24-25011 request for inter District was made by John Cardoza and second by Greg Rice.

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

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

No – 0

Abstain –0

Absent – 0

Motion to approve student #24-25012 request for inter District was made by John Cardoza and second by Greg Rice.

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

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

No – 0

Abstain –0

Absent – 0

Motion to approve student #24-25013 request for inter District was made by John Cardoza and second by Greg Rice.

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

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

No – 0
Abstain –0
Absent – 0

Motion to approve student #24-25014 request for inter District was made by John Cardoza and second by Greg Rice.

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

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

*No – 0
Abstain –0
Absent – 0*

Motion to approve student #24-25015 request for inter District was made by John Cardoza and second by Greg Rice.

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

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

*No – 0
Abstain –0
Absent – 0*

Motion to approve student #24-25016 request for inter District was made by John Cardoza and second by Greg Rice.

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

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

*No – 0
Abstain –0
Absent – 0*

8.2 Government Code Section 54957
Public Employee Appointment/Employment
Title: Instructional Aide

Motion to appoint Cecilia Mora and Faith Sanchez Salinas was made by John Cardoza and second by Fernando Cunha.

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

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

*No – 0
Abstain –0
Absent – 0*

8.3 Government Code Section 54957
Public Employee Appointment/Employment
Title: Principal

Motion to approve Jackie Everett as the Principal for the 2024-2025 school year was made by Greg Rice and second by John Cardoza.

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

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

*No – 0
Abstain –0
Absent – 0*

11. **ADJOURNMENT:** 7:52 pm

Minutes approved May 7, 2024

Iva Sousa, President

John Cardoza, Clerk

Stacey Bettencourt, Secretary

DISTRITO ESCOLAR PRIMARIA DE TIPTON

REUNIÓN ORDINARIA DE LA JUNTA

MINUTOS

martes, 2 de abril de 2024

7:00 pm. Sala de juntas del distrito

1. LLAME PARA ORDENAR – SALUDO A LA BANDERA

La presidenta de la Junta Directiva, Iva Sousa, abrió la reunión a las 19:00 horas y encabezó la bandera. saludo. Miembros de la Junta presentes: Iva Sousa, Shelley Heeger, John Cardoza, Fernando con una cuña y Greg Rice. Invitados: Cassandra Young, Sandra Cunha, Jackie Everett, Fausto Marin y Connie Sanchez.

2. COMENTARIOS DEL PÚBLICO:

2.1 Relaciones comunitarias/comentarios de los ciudadanos

La Sra. Stacey Bettencourt presentó a la Sra. Jackie Everett a la Junta. Ella será la directora designada para el año escolar 2024-2025 una vez aprobada en sesión cerrada.

2.2 Informes por Unidades de Empleados CTA/CSEA

3. CALENDARIO DE CONSENTIMIENTO: Elementos de acción:

3.1 Acta de la Reunión Ordinaria de Directorio – 5 de marzo de 2023

3.2 Acuerdo de agencia con TCOE para 2023-2024 para nuevos maestros y liderazgo
Desarrollo

3.3 Solicitudes de conferencias, excursiones, recaudación de fondos e instalaciones

Greg Rice hizo la moción para aprobar el calendario de consentimiento y la secundó Fernando Cunha.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

4. ADMINISTRATIVO: Elementos de acción:

4.1 Ratificar Acuerdo con GigaKOM para Categoría 2 (Equipos Electrónicos de Red)

La moción para ratificar el acuerdo con GigaKOM para la Categoría 2 (Equipos electrónicos de red) fue presentada por John Cardoza y la segunda por Greg Rice.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

5. FINANZAS: Elementos de acción:

5.1 Pagos a proveedores

Fernando Cunha hizo la moción para aprobar los pagos a los proveedores y Greg Rice la secundó. Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

6. INFORMACIÓN: (Informes verbales y presentaciones)

6.1 MOT--SERVICIO DE ALIMENTOS-PROYECTOS

El Sr. Fausto Martín compartió actualizaciones con la Junta sobre el proyecto de construcción del edificio TK y las inspecciones del autobús, el capó y el ascensor.

La Sra. Connie Sánchez compartió con la Junta que estaban considerando mejorar el lavavajillas y que la cafetería estaba pasando por el proceso de revisión de adquisiciones y lo terminará pronto.

7. CUALQUIER OTRO NEGOCIO:

7.1 Consideración y notificación pública a los maestros asociados de la propuesta inicial de Tipton al Distrito con respecto a las negociaciones certificadas de convenios colectivos, para el año escolar 2024-2025

7.2 Consideración y aviso público de la propuesta inicial del Distrito a los maestros asociados de Tipton sobre negociaciones certificadas de convenios colectivos, para el Año Escolar 2024-2025

8. CLAUSURA A LA SESIÓN CERRADA: 7:21 pm

9. :REUNIRSE A LA SESIÓN ABIERTA: 7:51 pm

10. INFORME FUERA DE LA SESIÓN CERRADA:

8.1 Código de Educación 35146

Transferencias de estudiantes, entre distritos, etc.

La moción para aprobar la solicitud del estudiante #24-25011 para interdistrito fue hecha por John Cardoza y la segunda por Greg Rice.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

La moción para aprobar la solicitud del estudiante #24-25012 para interdistrito fue hecha por John Cardoza y la segunda por Greg Rice.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

La moción para aprobar la solicitud del estudiante #24-25013 para interdistrito fue hecha por John Cardoza y la segunda por Greg Rice.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

La moción para aprobar la solicitud del estudiante #24-25014 para interdistrito fue hecha por John Cardoza y la segunda por Greg Rice.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

La moción para aprobar la solicitud del estudiante #24-25015 para interdistrito fue hecha por John Cardoza y la segunda por Greg Rice.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

La moción para aprobar la solicitud del estudiante #24-25016 para interdistrito fue hecha por John Cardoza y la segunda por Greg Rice.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

8.2 Código de Gobierno Sección 54957

Nombramiento/Empleo de Empleado Público
Título: Asistente de instrucción

La moción para nombrar a Cecilia Mora y Faith Sánchez Salinas fue presentada por John Cardoza y la segunda por Fernando Cunha.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

8.3 Código de Gobierno Sección 54957

Nombramiento/Empleo de Empleado Público

Título: Director

Greg Rice hizo la moción para aprobar a Jackie Everett como directora para el año escolar 2024-2025 y la segunda fue John Cardoza.

Voto Sí 5/ No 0 / Abstención 0 / Ausente 0

Sí: Iva Sousa, Shelley Heeger, John Cardoza, Fernando Cunha y Greg Rice

No – 0

Abstenerse –0

Ausente – 0

11. CLAUSURA: 7:52 pm

Acta aprobada el 7 de mayo de 2024

Iva Sousa, presidenta

Juan Cardoza, Secretario

Stacey Bettencourt, Secretaria

3. CONSENT CALENDAR: Action items:

3.2 Conference, Field Trip, Fund Raiser and Facilities Requests

Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Bethencourt GRADE 4-8th

CLASSES ATTENDING 4-8th honor roll / perfect Attendance

DATE OF TRIP 5/28/24 NUMBER OF PUPILS est. 120 ADULTS 4

DESTINATION Island Water Park

BUS TO LEAVE SCHOOL AT 8:30 am RETURN AT 4:00 pm

BUS ROUTING AND STOPS

- o Tipton to Island Water Park
- o No stops.
- o Return:
- o Island Water park to Tipton

USE THE BACK OF THIS PAPER IF ROUTNING NEEDS MORE SPACE

PRELIMINARY STEPS: _____

TRIP RELEVENCY: Reward for honor roll and/or perfect attendance.

OTHER INFORMATION/STAFF CHAPARONE REQUEST:

COST \$ 3,374

(snacks + H₂O please)

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

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

SIGNATURE OF TEACHER IN CHARGE Jessy Bethencourt

TRIP AUTHORIZED BY SCHOOL BOARD YES _____ NO _____

SIGNATURE OF SUPERINTENDENT Jessy Bethencourt

Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Heinks GRADE **TK-3rd Perfect attendance**

CLASSES ATTENDING TK-3rd grade students with perfect attendance

DATE OF TRIP TBD (5/24/24) NUMBER OF PUPILS **approx 9**

ADULTS 1-2

DESTINATION Tulare Galaxy Theaters

BUS TO LEAVE SCHOOL AT TBD RETURN AT TBD

BUS ROUTING AND STOPS

Tipton School to Tulare Galaxy Theater. No stops.

USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

PRELIMINARY STEPS: Students will eat lunch in the cafeteria and then leave for the movie theater _____

TRIP RELEVANCE:: Perfect attendance

OTHER INFORMATION/STAFF CHAPERONE REQUEST: **1-2 adults**

COST **\$ 11 /movie ticket + snacks \$8.25/student** approximately **\$250.00**

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

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

SIGNATURE OF TEACHER IN CHARGE _____

TRIP AUTHORIZED BY SCHOOL BOARD YES _____ NO _____

SIGNATURE OF SUPERINTENDENT _____



Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Mr. Starling GRADE 4-8

CLASSES ATTENDING 4-8

DATE OF TRIP 5/7/24 NUMBER OF PUPILS 50 ADULTS 6

DESTINATION Visalia Rawhide Baseball Club

BUS TO LEAVE SCHOOL AT 10(?) RETURN AT 2:30 pm

BUS ROUTING AND STOPS Game time Nam

300 N. Giddings St.
Visalia, CA 93291

USE THE BACK OF THIS PAPER IF ROUTNING NEEDS MORE SPACE

PRELIMINARY STEPS: _____

TRIP RELEVENCY: Character Counts Award Game

OTHER INFORMATION/STAFF CHAPARONE REQUEST:

COST \$ 504

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

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

SIGNATURE OF TEACHER IN CHARGE Dy. Solari

TRIP AUTHORIZED BY SCHOOL BOARD YES _____ NO _____

SIGNATURE OF SUPERINTENDENT [Signature]

FIELD TRIP APPROVAL FORM

STAFF BURRELL, LAMPE, MANFREDI, NUCKOLS

GRADE ENTIRE 8TH GRADE

CLASSES ATTENDING ALL 3 HOMEROOMS

DATE OF TRIP MAY 17th 2024 # OF PUPILS 58 # OF ADULTS 5 including Bus Driver

TRIP DATE MAY 17th 2024 DESTINATION ROLLER TOWNE AND ADVENTURE PARK

BUS TO LEAVE SCHOOL AT 8:15 AM

BUS RETURNS TO SCHOOL AT 2:50PM

BUS ROUTING AND STOPS

WE WILL BE AT ROLLER TOWNE FORM 9AM-11AM, THEN HEAD TO ADVENTURE PARK AND WILL REMAIN AT ADVENTURE PARK FROM 11:15AM-2:25PM.

PRELIMINARY STEPS

TRIP RELEVANCY

OTHER INFORMATION

COST \$600.00 ROLLER TOWNE AND \$2000.00 ADVENTURE PARK=\$2600.00 (Estimated)

CAFETERIA LUNCHES NEEDED: YES _____ **NO** _____ X _____

SIGNATURE OF TEACHER IN CHARGE _____


TRIP AUTHORIZED BY SCHOOL BOARD: YES _____ **NO** _____

SIGNATURE OF SUPERINTENDENT _____


Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) MR. Jenny GRADE ASES TK-8th

CLASSES ATTENDING ASES students

DATE OF TRIP 5/18/24 NUMBER OF PUPILS 50 ADULTS 5

DESTINATION Porterville Fair

BUS TO LEAVE SCHOOL AT 11AM RETURN AT 5PM

BUS ROUTING AND STOPS

Drive students to Giovanni's Pizza (Porterville) Depart at 1:00pm head to Fairgrounds in Porterville. Leave fair at 4:30/5pm.

USE THE BACK OF THIS PAPER IF ROUTING NEEDS MORE SPACE

PRELIMINARY STEPS: _____

TRIP RELEVENCY: _____

OTHER INFORMATION/STAFF CHAPARONE REQUEST: _____

COST \$ 1300.00

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

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

SIGNATURE OF TEACHER IN CHARGE [Signature]

TRIP AUTHORIZED BY SCHOOL BOARD YES _____ NO _____

SIGNATURE OF SUPERINTENDENT [Signature]

3. CONSENT CALENDAR: Action items:

3.3 Library Surplus

Memo

To: Mrs. Bettencourt

From: Megan Rice

Date: April 30, 2024

Re: Library Surplus

Attached is a list of books, library materials, and other educational materials that have been weeded from the library collection or textbook resources due to the fact that these books were torn, missing pages, damaged, irrelevant, out of date, etc.

Weeding Project: This weeding project is in effort to continually make our library collection of better quality resources. This will also allow us to see which areas we may be lacking relevant sources in and create room for the new titles we add each year.

Books that are severely damaged and worn will be disposed of. Those books that are still in readable condition will be offered to teachers and/or students to take home. All of the books listed have been stamped with "discard", our barcode and labels have been removed, and removed from our library system.

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

Thank you,

Megan Rice

Tipton Elementary School Library
Discarded/Weeded Library & School Materials

Title/Author/Number of copies

GUIDED READING

BOOKS

Alligator & crocodile rescue / Snyder, Trish Treasure, the / Yost-Filgate, Susan

Corduroy goes to the beach / Freeman, Don Wild animals / Fecher, Sarah

Diary of a wimpy kid: double down /
Kinney, Jeff

Duckling gets a cookie, the / Willems, Mo

End of the beginning, the: being the
adventures of a small snail (and an even
smaller ant) / AVI

Finding gobi: the true story of one little
dog's big journey / Leonard, Dion

Five little pumpkins / Dean, James

Holly holiday, the / McDonald, Megan

I spy super challenger: a book of picture
riddles / Marzollo, Jean

I'm not cute / Allen, Jonathan

Las aventuras de uk y gluk cavernicolas del
futuro y maestros de kung fu / Pilkey, Dav

Loot: How to steal a fortune / Watson, Jude

Peanut butter and jelly / Clanton, Ben

Peppa's storybook collection / Scholastic

Pet the cat's groovy guide to love / Dean,
Kimberly

Serafina and the black cloak / Beatty, Robert

3. CONSENT CALENDAR: Action items:

3.4 Agreement with TCOE for ERS Library Media Services for 2024-2025

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

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

(559) 733-6300
tcoe.org

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

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

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

Instructional Services
(559) 302-3633
fax (559) 739-0310

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

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

April 22, 2024

Tipton School District
PO Box 787
Tipton, CA 93272

Ms. Stacey Bettencourt,

Attached is your Agency Agreement for 2024-25 from ERS Library Media Services.

Please sign and return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by Tipton School District.)

See "Exhibit A, Section 3. DISTRICT agrees to:"

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

See "Exhibit A, Section 3. SUPERINTENDENT agrees to:"

FEE SCHEDULE

The contract total for services to be provided are estimated to be

SUPERINTENDENT will estimate the agreement using the Average Daily Attendance (ADA) from the 2022-2023 LCFF Summary Data Second Principal Apportionment (P-2). DISTRICT will be invoiced quarterly based on the 23-24 ADA Second Principal Apportionment (P-2) X \$11.50. Upon CDE certification of the 24-25 Second Principal ADA, the adjustment to the ADA will be accounted for in the final quarterly invoice. The minimum agreement for a single school site with an ADA \leq 86 is \$989.00.

2024-25 Estimate:
 $\$11.50 \times 522.61 \text{ ADA} = \$6,010.02$
or \$989.00 if ADA \leq 86

including travel or other expenses.

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

Exhibit (A) Exhibit A_Tipton SD.pdf 72.11KB

Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 250062

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

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become

effective as

7/1/2024

and shall expire on .

6/30/2025

2. **SERVICES:** DISTRICT shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 6,010.02

4. **METHOD OF PAYMENT:**

- a. SUPERINTENDENT must submit itemized invoices to DISTRICT for the cost of the services.
- b. SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.

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 School District
370 N. Evans, PO Box 787
Tipton, CA 93272

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

SUPERINTENDENT

Signature

Tim A. Hero

Date

4/18/2024

DISTRICT

Signature

Sign

Date

4/22/24

Stacey Bitterman

TCOE Program Information

Contact Person:

Sara Torabi

Telephone:

(559) 651-3031

Department/Program: ERS Library

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

Exhibit A for
2024-25 ERS LIBRARY MEDIA SERVICES
AGENCY AGREEMENT BETWEEN
TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
TIPTON SCHOOL DISTRICT

1. **TERM.** This agreement shall be effective **July 1, 2024 – June 30, 2025.**
2. This agreement covers the following sites: **Tipton School (K-8).**

3. SERVICES.

DISTRICT agrees to:

1. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT staff list within a month of the start of the school year for ERS Portal username and password assignments. The initial email will be sent by Sara Torabi; return all changes and updates to sara.torabi@tcoe.org. If you have additional questions about submission or format, please call 559-651-3031.
2. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen and pay for repair costs for items damaged while in its possession.
3. Understand and acknowledge that copying any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes but is not limited to, videotaping, audiotaping, and photocopying.
4. Contact Valarie Seita, Library Media Coordinator, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or valarie.seita@tcoe.org.

SUPERINTENDENT agrees to:

1. Provide online access to the Educational Resource Services Multimedia Portal. Digital resources, with correlations to the California Standards, include licensed video streaming, research and reference sources for students, digital books (many with audio and/or visual enhancement), and differentiation tools.
 - a. SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve circulating collection materials. Each school will be provided a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Portal via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
 - b. Annual on-site ERS Portal Presentations, digital citizenship, and information literacy training are available for DISTRICT staff upon request.
2. Provide circulating access to educational resource materials, including print media, STEM kits, robotics, primary document reproductions, art prints, and realia.
 - a. Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
 - b. Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.
 - c. In-person access to media at the ERS Library and Multimedia Center is available Monday – Friday, 8:00 am – 5:00 pm, closely following a traditional school calendar and holidays for closure. For hours of operation, see the ERS Library Calendar posted on the library website (<https://tcoe.org/ERS/library>).
 - d. According to the delivery schedule, SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.

- e. DISTRICT staff will reserve materials online, by phone, or in person prior to the scheduled delivery day. SUPERINTENDENT reserves the right to alter materials reservations, so they align with the site's assigned delivery day.
 - f. DISTRICT staff will renew their checkouts or return circulating items to a centralized location at their site and submit a pickup request by the due date.
3. Provide the services of the ERS Library Coordinator, a credentialed librarian, and holder of the Library Media Teacher Services Credential as "Librarian of Record" for any DISTRICT that does not employ a credentialed librarian. Ed Code 44868 allows a DISTRICT to employ non-credentialed personnel to assist in the provision of school library services. However, these individuals do not supersede the Ed Code requirement that a credentialed librarian provide oversight of school library services. This agreement further fulfills the DISTRICT's obligation under Education Code, sections 18100 and 18120. A DISTRICT is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed librarian.
4. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in the provision of library services. These include the use of digital resources, library management software training, and collection development.
- a. DISTRICT will be invited to send library personnel from each contracting site to participate in the ERS Library & Multimedia Center's bi-monthly Library Multimedia Network meetings dedicated to developing Future Ready school library programs, exploring new technologies, and discovering how to promote and use the ERS Portal digital resources.
5. Provide technology education and training to support DISTRICT needs.
- a. The ERS Library's Instructional Technology Specialists will maintain a collection of pre-recorded training videos to be accessed via the ERS Portal and available to all DISTRICT staff at no charge.
 - b. Work plans are available at an additional fee for customized on-site or virtual technology professional development.
 - c. Paid training opportunities for classified and certificated staff will be offered throughout the school year.
6. The ERS Library's Teacher Resource Center (TRC) is open for extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT staff may bring their own supplies and use TRC equipment. Contracting sites pay a reduced fee for TRC materials.
- a. Contracting agencies may request poster printing services from TRC staff solely for educational purposes. It is noted that the poster printing capacity is subject to limitations. Should the requested quantity exceed ten (10) posters, TRC staff will recommend local print shops that can fulfill the order.
 - b. TRC-made materials can be delivered to contracting sites on the next scheduled delivery day after completion or by mail (postal shipping fee will apply).

3. CONSENT CALENDAR: Action items:

3.5 Agreement with TCOE for External Business Services for 2024-2025

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

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

(559) 733-6300
tcoe.org

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

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

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

Instructional Services
(559) 302-3633
fax (559) 739-0310

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

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

April 18, 2024

Tipton School District
PO Box 787
Tipton, CA 93272

Ms. Stacey Bettencourt,

Attached is your Agency Agreement for 2024-25 from External Business Services.

Please sign and return either by e-mail or by mail to:

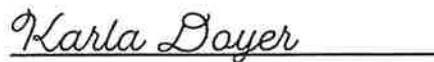
E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by Tipton Elementary.)

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

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

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

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

Provide a TCOE business tech 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 including: Adopted Budget, 1st Interim, 2nd Interim, Unaudited Actuals, Federal Cash Management Reporting, Quarterly & Annual ESSER/GEER reporting
Assist district in preparation of GASB 34 conversation/worksheets
Assist in submitting data to TCOE required for LCFF revenue calculations
Assist district in preparation of other fiscal reports at an additional per hour charge (this request is contingent upon TCOE staffing availability)

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 (via video conferencing format only)
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.

FEE SCHEDULE

The contract total for services to be provided are estimated to be

\$27,710

including travel or other expenses.

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

Exhibit (A)	Exhibit A Scope of Services 2024-25.docx	29.33KB
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Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 250008

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

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

7/1/2024

and shall expire on .

6/30/2025

2. **SERVICES:** DISTRICT shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 27,710.00

4. **METHOD OF PAYMENT:**

- a. SUPERINTENDENT must submit itemized invoices to DISTRICT for the cost of the services.
- b. SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.

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
Tipton Elementary
370 North Evans Rd.
Tipton, CA 93272

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

SUPERINTENDENT

Signature

Tim A. Hero

Date

4/17/2024

DISTRICT

Signature

Sign

Date

4/19/24

Stacey Bullock

TCOE Program Information

Contact Person:

Sarah Smigiera

Telephone:

559-733-6338

Department/Program: External Business Services

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
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Assist district in implementation of fixed asset accounting system

Reporting

Prepare state required annual financial reports including: **Adopted Budget, 1st Interim, 2nd Interim, Unaudited Actuals, Federal Cash Management Reporting, Quarterly & Annual ESSER/GEER reporting**

EXHIBIT A

Assist district in preparation of GASB 34 conversation/worksheets
Assist in submitting data to TCOE required for LCFF revenue calculations
Assist district in preparation of other fiscal reports at an additional per hour charge (this request is contingent upon TCOE staffing availability)

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 (*via video conferencing format only*)
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 \$27,710, including travel or other expenses.

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

3. CONSENT CALENDAR: Action items:

3.6 Contracted Services with Nancy Akhavan, Ed.D., Consultant for Support for English Learners and Writing for the 2024-2025 School Year

(559) 355-9291
3766 W. Locust Ave.
Fresno, CA 93711
nancyakhavan.com



Proposal for Contracted Services

Tipton Elementary School

Nancy Akhavan, Ed.D., Consultant

2024-2025: Support for English Learners and Writing

nancyakhavan.com

Purpose of Professional Learning

The goal of the comprehensive literacy professional learning would include professional learning for teachers focused on the improvement of literacy achievement for all students. The professional learning for teachers would focus on helping teachers develop strategies in writing to support all students but particularly students who are acquiring language.

Outcomes: Participants will:

- Implement effective teaching practices to increase student writing ability.
- Implement writing assessments and make changes in instruction to ensure student growth..
- Know how to scaffold for meeting the needs of a range of learners.
- Implement writing lessons using a comprehensive literacy framework and developing units based on the three standards-based genres.

Proposed Schedule

4 days of professional development spread throughout the year.

Fee Structure

Each day of PD is \$2600

Travel expenses are included in the daily rate.

There is a one-time participant fee for the coaching sessions of \$200 per participant in order to purchase the writing materials and professional books.

There is a total of 4 days for a total of \$10,400.

The participant fee for 20 participants is \$4,000.00

Total not to exceed \$14,400.00

4. ADMINISTRATIVE: Action items:

- 4.1** Acknowledgement/Acceptance of the Associated Teachers of Tipton's Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2024-2024 School Year

Tipton Teachers' Association / CTA

Feb 26, 2024

The Tipton Teachers' Association would like to officially open negotiations for the 2024-2025 contract agreement.



Superintendent



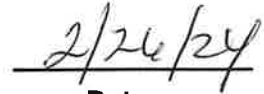
Date

Board President

Date



CTA Representative



Date

Tipton Teacher's Association
Initial Proposal for 2024 - 2025

Salary: (Article 12.1)

- 5% Salary Increase as of July 1 2024

Health and Welfare Benefits (Article 13.1)

- District will maintain fully paid benefits for 2024 -2025

Opener for 2024-2025

- Confidential Leaves: (Article 7.5)
 - o Increase of Confidential Leaves from current two (2) to three (3)

4. ADMINISTRATIVE: Action items:

- 4.2** Adopt the District's Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2024-2025 School Year

TIPTON ELEMENTARY SCHOOL DISTRICT

Sunshine Proposal for Initial Contract Reopeners with

Associated Teachers of Tipton

Public school employers and their exclusive representatives are required to present proposals which relate to matters within the scope of representation at a school board meeting prior to commencing negotiations.

The Board of Trustees of the Tipton Elementary School District (“District”) values the collaborative spirit through which collective bargaining is accomplished between the District and the Associated Teachers of Tipton (“Association”). The District will approach the coming negotiations with the Association with an intent to negotiate mutually agreeable contract terms that address its employees’ interests and concerns when aligned with the five Board and Local Control and Accountability Plan (“LCAP”) goals:

- Goal 1: Improve student achievement in English Language Arts, Math and increased academic achievement for all English Learners.
- Goal 2: Improving school climate while increasing pupil attendance and decreasing chronic absenteeism.
- Goal 3: To improve the participation and increase learning opportunities for parents.
- Goal 4: To provide and equip a multipurpose room and improve school facilities which will assist with the implementation of a broad range of study, increase pupil achievement, and help facilitate parental involvement.
- Goal 5: Maintain class sizes of 24:1 or less across grades TK-8.

The following constitutes the initial proposal of the Tipton Elementary School District 2024-2025 contract negotiations with the Association.

THE DISTRICT’S INITIAL PROPOSAL

- Article 12: Salaries
- Article 13: Employee Benefits

The District desires to engage in good faith, principled negotiations with the Association to reach consensus on all negotiable items.

4. ADMINISTRATIVE: Action items:

4.3 San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement No. G-191901-A1, No. G-191904-A1, and No. G-191905-A1

Agreement No. **G-191901-A1**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this 10th day of April, 2024, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **Tipton Elementary School District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase



1 Component and has been approved by the District for funding; and

2 **WHEREAS**, Participant represents that it is willing and able to perform the
3 activities set forth herein.

4 **NOW, THEREFORE**, based on their mutual promises, covenants, and
5 conditions, the parties hereby agree as follows:

6 **1. PROJECT**

7 The Participant agrees to purchase and place into service the specified
8 new alternative fuel vehicle as set forth in Exhibit A attached hereto and incorporated
9 herein. Participant agrees, that at the date of execution of this Agreement, Participant
10 has not yet purchased or taken possession of said vehicle and agrees to furnish all
11 labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to
12 perform and complete, per schedule, in a professional manner, the requirements
13 described herein. Participant agrees and represents that purchase of the specified
14 vehicle subject of this Agreement is not required by or to be used for compliance with
15 any local, state, or federal rule or regulation, settlement agreement, mitigation
16 agreement, memorandum of understanding (MOU), memorandum of agreement
17 (MOA), or other legal mandate currently in effect. Participant waives all rights to any
18 emission reduction credits that may accrue as a result of purchase of the specified
19 vehicle.

20 In the event of any conflict between or among the terms and conditions of
21 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
22 giving precedence in the following order of priority:

- 23 1. To the text of this Agreement
- 24 2. Exhibit to this Agreement

25 **2. TIMETABLE/PERIOD OF PERFORMANCE**

26 Participant shall purchase and place the new alternative fuel vehicle into
27 service, and submit all final claims as outlined in Paragraph 3, **no later than one (1)**
28 **year from the execution date of this Agreement.** If the Participant cannot meet the

1 project timetable as set forth herein, the Participant must notify the District in writing and
2 request to amend the Agreement to provide the Participant additional time to meet all
3 performance requirements under the Agreement. Such request is subject to review and
4 approval by the District. Participant agrees to amend the Agreement as necessary, if
5 requested by the District, to ensure the project is completed within the timetable
6 approved by the District.

7 A. **Agreement Period:** The Participant shall own and operate the new
8 alternative fuel vehicle purchased under this Agreement according to the terms of this
9 Agreement for no less than three (3) years from the date in which the vehicle is first
10 placed into service.

11 **3. COMPENSATION**

12 The total obligation of the District under this Agreement shall not exceed
13 **Nineteen Thousand Nine Hundred Ninety-Four And 99/100 dollars (\$19,994.99)** for
14 the purchase of the new alternative fuel vehicle identified in Exhibit A. The maximum
15 funding provided for the vehicle is limited to the corresponding Eligible Amount identified
16 in Exhibit A.

17 Participant shall obtain through other sources sufficient additional monies
18 to fund the total cost of the vehicle. In the event funding from other sources for the total
19 cost of the vehicle is not received by Participant, District reserves the right to terminate
20 or re-negotiate this Agreement.

21 A. **Payments:** Advance payments shall not be permitted. The District
22 shall issue payment to Participant upon receipt of a properly supported and verified
23 claim for payment as specified in the Public Benefit Grants Program, New Alternative
24 Fuel Vehicle Purchase Component payment procedures document. The payment
25 procedures document shall be provided to Participant by the District.

26 Payment is for reimbursement to the Participant for the purchase of the
27 new alternative fuel vehicle and funding shall only be allowed toward the purchase of
28 the specific vehicle described in Exhibit A. Participant may choose to lease the vehicle

1 with a minimum lease term of thirty-six (36) months. The District reserves the right to
2 reduce the funding paid to the Participant if it is determined that the actual invoiced
3 costs paid by the Participant for the purchase of the new vehicle, or the total amount to
4 be paid over the lease term, is less than the Total Eligible Amount specified in Exhibit
5 A. The District also reserves the right to reduce the funding if the Participant receives
6 or will receive co-funding from a third party that, in addition to the District's funding,
7 exceeds the total invoiced cost of the new alternative fuel vehicle purchased under this
8 Agreement. Participant is required to disclose all such information to the District prior to
9 the execution date of this Agreement. The Participant will not be reimbursed by the
10 District for the purchase of the new alternative fuel vehicle if the Participant has
11 purchased or taken possession of the said new vehicle prior to the execution date of
12 this Agreement.

13 Concurrently with the submission of any claim for payment, Participant
14 shall certify (through copies of invoices issued, sales or lease contracts, checks,
15 receipts, and the like) that complete payment has been made or invoiced. Participant
16 understands that any payment received from the District to fund the vehicle in this
17 Agreement may be subject to taxation and the District will issue a form 1099 to the
18 Participant. Any tax liability on the funds provided by the District shall be the sole
19 responsibility of the Participant.

20 **B. Surplus Funds:** Any compensation, which is not expended by
21 Participant pursuant to the terms and conditions of this Agreement by the project
22 completion date, shall automatically revert to District. Only expenditures incurred by
23 Participant in the direct performance of this Agreement will be reimbursed by District.

24 **4. NON-ALLOCATION OF FUNDS**

25 The terms of this Agreement are contingent on the approval and receipt
26 of funds by the appropriating government agency. Should sufficient funds not be
27 allocated, the services provided may be modified or this Agreement terminated at any
28 time by giving Participant thirty (30) days' prior written notice.

1 **5. ANNUAL REPORTING**

2 Participant shall submit annual reports on the vehicle that include the
3 following information:

- 4 1. Participant contact information;
- 5 2. Proof of current California registration for the new alternative
6 fuel vehicle (on-road only);
- 7 3. Proof of insurance as required by paragraph 11.
- 8 4. Annual miles or hours traveled (including mileage/activity or
9 hour/activity logs for documentation);
- 10 5. Summary of maintenance performed;
- 11 6. Any other pertinent information requested by the District on a
12 form to be provided to the Participant by the District.

13 Annual reporting will be required for three (3) subsequent years following
14 the purchase of the new alternative fuel vehicle. The first year annual report is due on
15 the anniversary date of when the new alternative fuel vehicle was first placed into
16 service and for each ensuing year thereafter. Noncompliance with the reporting
17 requirements shall result in on-site monitoring by District personnel and will impact the
18 Participant's ability to receive funding from the District for future projects. Participants
19 with annual reports more than six (6) months late will not be granted any additional grant
20 funds from the District until all reports are satisfactorily submitted.

21 The District or representative designated by the District reserves the right
22 to monitor the vehicle, enforce the terms of this Agreement at any time during the
23 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
24 non-compliance within the terms and conditions of this Agreement or applicable state
25 laws or regulations.

26 **6. TERMINATION**

27 A. **Breach of Agreement:** District may immediately suspend or
28 terminate this Agreement, in whole or in part, where in the determination of District there

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is:

- 1. An illegal or improper use of funds;
- 2. A failure to comply with any term of this Agreement;
- 3. A substantially incorrect or incomplete annual report submitted to the District;

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District and State grant programs in the future.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of intention to terminate. The District shall have the right to demand prompt repayment of a portion or all monies expended under this Agreement as provided in paragraph 3 if the Participant does not meet all obligations under this Agreement upon such termination.

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

8. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by

1 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
2 mutually understood and agreed that Contractor, including any and all of Contractor's
3 officers, agents, and employees, will at all times be acting and performing as an
4 independent contractor and shall act in an independent capacity and not as an officer,
5 agent, servant, employee, joint venture, partner, or associate of District or ARB.
6 Furthermore, District shall have no right to control or supervise or direct the manner or
7 method by which Contractor shall perform its work and function. However, District shall
8 retain the right to administer this Agreement so as to verify that Contractor is performing
9 its obligations in accordance to the terms and conditions thereof. Contractor and District
10 shall comply with all applicable provisions of law and the rules and regulations, if any,
11 of governmental authorities having jurisdiction over matters the subject thereof.

12 Because of its status as an independent contractor, Contractor shall have
13 absolutely no right to employment rights and benefits available to District employees.
14 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
15 all legally required employee benefits. In addition, Contractor shall be solely responsible
16 and save District harmless from all matters relating to payment of Contractor's
17 employees, including compliance with social security, withholding, and all other
18 regulations governing such matters. It is acknowledged that during the term of this
19 Agreement, Contractor may be providing services to others unrelated to District or to
20 this Agreement.

21 **9. NON-ASSIGNMENT**

22 Participant may not assign, sell, transfer, license, or subcontract any rights
23 or obligations to a third party within or outside of the District's boundaries without the
24 express prior consent of the District for the duration of the Agreement Period specified
25 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle or any
26 portion thereof for any reason, or is required to replace the vehicle with a cleaner vehicle
27 prior to the end of the Agreement Period, the Participant must request and receive
28 written consent from the District prior to selling or transferring ownership of the vehicle

1 or any portion thereof.

2 Prior to completing the transaction, the Participant understands that it is
3 responsible to inform the party purchasing the vehicle of the Agreement provisions and
4 disclose the remaining Agreement term. The Participant shall be responsible for
5 establishing an agreement between the new owner and District in order to facilitate the
6 transfer of the Agreement provisions and terms. The Participant shall provide the
7 prospective new owner with valid contact information for the District so the new owner
8 can assume legal responsibility under the original Agreement or enter into a new
9 Agreement with the District, for the remainder of the Agreement Period. Participant
10 understands that they shall not be relieved of their legal obligation to fulfill the conditions
11 of this Agreement unless the new owner has assumed responsibility through an
12 executed agreement with the District.

13 **10. INDEMNIFICATION**

14 Participant agrees to indemnify, save, hold harmless, and at District's
15 request, defend the District, its boards, committees, representatives, officers, agents,
16 and employees from and against any and all costs and expenses (including reasonable
17 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
18 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
19 property damage) which arise or are alleged to arise directly or indirectly from any act
20 or omission of Participant, its officers, agents, sub participants, or employees in their
21 performance of this Agreement, or out of the operations of the Participant.

22 **11. INSURANCE AND VEHICLE WARRANTY**

23 Participant is responsible for securing warranty and maintaining
24 replacement value insurance on the new alternative fuel vehicle for the duration of the
25 Agreement Period specified in subparagraph 2.A. The new alternative fuel vehicle
26 purchased through this Agreement must not be tampered with or modified in any such
27 manner than would void the warranty of the vehicle. Insurance coverage must be
28 sufficient to repay the District's investment in case major damage to the new alternative

1 fuel vehicle occurs during the Agreement Period. A copy of the current insurance for
2 the vehicle purchased under this Agreement is required to be submitted annually with
3 the Participant's annual report.

4 In the event that the new alternative fuel vehicle purchased under this
5 Agreement is in an accident, stolen, destroyed, or otherwise rendered temporarily or
6 permanently inoperable, the Participant must immediately inform the District of such
7 damage(s) and repair or replace the vehicles within three (3) months from the date of
8 the occurrence at the Participant's expense and to the standards which meet all
9 program requirements for the remainder of the Participant's obligation under this
10 Agreement.

11 If the Participant repairs a vehicle rendered temporarily inoperable, said
12 repairs shall include any and all repairs necessary to restore the vehicle and any
13 optional equipment purchased under this Agreement to a reasonable condition. If the
14 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
15 include an equivalent vehicle that, at a minimum, meets all program eligibility
16 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
17 As the replacement of a vehicle may require an amendment to the existing Agreement,
18 the Participant must receive prior authorization from the District in advance of any
19 purchases, and must provide any and all replacement vehicle information to the District.

20 In the event the Participant does not repair or replace vehicle that
21 becomes inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
22 District may undertake actions pursuant to this Agreement, including recouping a
23 portion or all incentive funds provided for the vehicle in question.

24 **12. RECORD KEEPING**

25 Participant shall maintain records sufficient to provide, on an annual basis,
26 information regarding annual mileage, fuel usage, invoices, general maintenance
27 details, correspondence associated with the application, award, agreement, monitoring,
28 enforcement, and reporting requirements and any other available information that may

1 be deemed pertinent to the evaluation of the program for at least two (2) years after the
2 equipment project term or three (3) years after final payment, whichever is later.
3 Records shall be readily available and accessible to the District, or District designated
4 representative, upon request for the purposes of ongoing evaluations or auditing.

5 **13. NOTICES**

6 The persons and their addresses having authority to give and receive
7 notices under this Agreement are as follows:

8 **PARTICIPANT**

DISTRICT

9
10 **Stacey Bettencourt**
11 **Superintendent**
12 **P.O. Box 787**
13 **Tipton, CA 93272**

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

14 Any and all notices between District and Participant provided for or
15 permitted under this Agreement or by law shall be in writing and shall be deemed duly
16 served when personally delivered to one of the parties, or in lieu of such personal
17 service, when deposited in the United States mail, postage prepared, addressed to such
18 party.

18 **14. AUDITS AND INSPECTIONS**

19 In addition to enforcement by the District or designated representative(s)
20 of the District, the District reserves the right to perform audits of vehicle and
21 documentation and enforce the terms of this Agreement at any time during the
22 Agreement term.

23 If, after audit, the District makes a determination that funds provided to the
24 Participant pursuant to this Agreement were not spent in conformance with this
25 Agreement or any other applicable provisions of law, the Participant agrees to
26 immediately reimburse District all funds determined to have been expended not in
27 conformance with said provisions.

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1 **15. POLITICAL ACTIVITY PROHIBITED**

2 None of the funds, materials, property, or services provided under this
3 Agreement shall be used for any political activity, or to further the election or defeat of
4 any candidate for public office contrary to federal or state laws, statutes, regulations,
5 rules, or guidelines.

6 **16. LOBBYING PROHIBITED**

7 None of the funds provided under this Agreement shall be used for
8 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
9 before the Congress of the United States of America or the Legislature of the State of
10 California.

11 **17. CONFLICT OF INTEREST**

12 No officer, employee, or agent of District who exercises any function or
13 responsibility for planning and carrying out the services provided under this Agreement
14 shall have any direct or indirect personal financial interest in this Agreement. Participant
15 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
16 which shall be applicable to all parties and beneficiaries under this Agreement and any
17 officer, agent, or employee of District.

18 **18. GOVERNING LAW**

19 This Agreement shall be governed in all respects by the laws of the State
20 of California. Venue for any action arising out of this Agreement shall only be in Fresno
21 County, California.

22 **19. COMPLIANCE WITH LAWS**

23 The Participant shall comply with all federal and state laws, statutes,
24 regulations, rules, and guidelines which apply to its performance under this Agreement,
25 including California driving eligibility and financial liability laws.

26 **20. BINDING ON SUCCESSORS**

27 This Agreement, including all covenants and conditions contained herein,
28 shall be binding upon and inure to the benefit of the parties, including their respective

1 successors-in-interest, assigns, and legal representatives.

2 **21. TIME IS OF THE ESSENCE**

3 It is understood that for Participant's performance under this Agreement,
4 time is of the essence. The parties reasonably anticipate that Participant will, to the
5 reasonable satisfaction of District, complete all activities provided herein within the time
6 schedule outlined in this Agreement, provided that Participant is not caused
7 unreasonable delay in such performance.

8 **22. DATA OWNERSHIP**

9 Upon termination or expiration of this Agreement, all data which is
10 received, collected, produced, or developed by Participant under this Agreement shall
11 become the exclusive property of District, provided, however, Participant shall be
12 allowed to retain a copy of any non-confidential data received, collected, produced, or
13 developed by Participant under this Agreement subject to District's exclusive ownership
14 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
15 such data which is in its possession (including its sub participants or agents), without
16 any reservation of right or title, not otherwise enumerated herein.

17 District shall have the right at reasonable times during the term of this
18 Agreement to inspect and reproduce any data received, collected, produced, or
19 developed by Participant under this Agreement. No reports, professional papers,
20 information, inventions, improvements, discoveries, or data obtained, prepared,
21 assembled, or developed by Participant, pursuant to this Agreement, shall be released
22 or made available (except to District) without prior, express written approval of District
23 while this Agreement is in force, and except as otherwise required under the California
24 Public Records Act.

25 **23. NO THIRD-PARTY BENEFICIARIES**

26 Notwithstanding anything else stated to the contrary herein, it is
27 understood that Participant's services and activities under this Agreement are being
28 rendered only for the benefit of District, and no other person, firm, corporation, or entity

1 shall be deemed an intended third-party beneficiary of this Agreement.

2 **24. SEVERABILITY**

3 In the event that any one or more of the provisions contained in this
4 Agreement shall for any reason be held to be unenforceable in any respect by a court
5 of competent jurisdiction, such holding shall not affect any other provisions of this
6 Agreement, and the Agreement shall then be construed as if such unenforceable
7 provisions are not a part hereof.

8 **25. ENTIRE AGREEMENT**

9 This Agreement constitutes the entire agreement between Participant and
10 District with respect to the subject matter hereof and supersedes all previous
11 negotiations, proposals, commitments, writings, advertisements, publications, and
12 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

Tipton Elementary School District

San Joaquin Valley Air Pollution Control District

DocuSigned by:
Stacey Bettencourt

Stacey Bettencourt
Superintendent

DocuSigned by:
Sheraz Gill for

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Annette Ballatore

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Ryan Kincaid

Ryan Kincaid
Controller

For accounting use only:
Program: 282
Account No.: _____

Tipton Elementary School District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-191901

Vehicle Make: Greenworks

Vehicle Model: CU400W

Vehicle Model Year: 2023

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,994.99

Agreement No. **G-191904-A1**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this 10th day of April, 2024, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **Tipton Elementary School District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase



1 Component and has been approved by the District for funding; and

2 **WHEREAS**, Participant represents that it is willing and able to perform the
3 activities set forth herein.

4 **NOW, THEREFORE**, based on their mutual promises, covenants, and
5 conditions, the parties hereby agree as follows:

6 **1. PROJECT**

7 The Participant agrees to purchase and place into service the specified
8 new alternative fuel vehicle as set forth in Exhibit A attached hereto and incorporated
9 herein. Participant agrees, that at the date of execution of this Agreement, Participant
10 has not yet purchased or taken possession of said vehicle and agrees to furnish all
11 labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to
12 perform and complete, per schedule, in a professional manner, the requirements
13 described herein. Participant agrees and represents that purchase of the specified
14 vehicle subject of this Agreement is not required by or to be used for compliance with
15 any local, state, or federal rule or regulation, settlement agreement, mitigation
16 agreement, memorandum of understanding (MOU), memorandum of agreement
17 (MOA), or other legal mandate currently in effect. Participant waives all rights to any
18 emission reduction credits that may accrue as a result of purchase of the specified
19 vehicle.

20 In the event of any conflict between or among the terms and conditions of
21 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
22 giving precedence in the following order of priority:

- 23 1. To the text of this Agreement
- 24 2. Exhibit to this Agreement

25 **2. TIMETABLE/PERIOD OF PERFORMANCE**

26 Participant shall purchase and place the new alternative fuel vehicle into
27 service, and submit all final claims as outlined in Paragraph 3, **no later than one (1)**
28 **year from the execution date of this Agreement.** If the Participant cannot meet the

1 project timetable as set forth herein, the Participant must notify the District in writing and
2 request to amend the Agreement to provide the Participant additional time to meet all
3 performance requirements under the Agreement. Such request is subject to review and
4 approval by the District. Participant agrees to amend the Agreement as necessary, if
5 requested by the District, to ensure the project is completed within the timetable
6 approved by the District.

7 A. **Agreement Period:** The Participant shall own and operate the new
8 alternative fuel vehicle purchased under this Agreement according to the terms of this
9 Agreement for no less than three (3) years from the date in which the vehicle is first
10 placed into service.

11 **3. COMPENSATION**

12 The total obligation of the District under this Agreement shall not exceed
13 **Nineteen Thousand Nine Hundred Ninety-Four And 99/100 dollars (\$19,994.99)** for
14 the purchase of the new alternative fuel vehicle identified in Exhibit A. The maximum
15 funding provided for the vehicle is limited to the corresponding Eligible Amount identified
16 in Exhibit A.

17 Participant shall obtain through other sources sufficient additional monies
18 to fund the total cost of the vehicle. In the event funding from other sources for the total
19 cost of the vehicle is not received by Participant, District reserves the right to terminate
20 or re-negotiate this Agreement.

21 A. **Payments:** Advance payments shall not be permitted. The District
22 shall issue payment to Participant upon receipt of a properly supported and verified
23 claim for payment as specified in the Public Benefit Grants Program, New Alternative
24 Fuel Vehicle Purchase Component payment procedures document. The payment
25 procedures document shall be provided to Participant by the District.

26 Payment is for reimbursement to the Participant for the purchase of the
27 new alternative fuel vehicle and funding shall only be allowed toward the purchase of
28 the specific vehicle described in Exhibit A. Participant may choose to lease the vehicle

1 with a minimum lease term of thirty-six (36) months. The District reserves the right to
2 reduce the funding paid to the Participant if it is determined that the actual invoiced
3 costs paid by the Participant for the purchase of the new vehicle, or the total amount to
4 be paid over the lease term, is less than the Total Eligible Amount specified in Exhibit
5 A. The District also reserves the right to reduce the funding if the Participant receives
6 or will receive co-funding from a third party that, in addition to the District's funding,
7 exceeds the total invoiced cost of the new alternative fuel vehicle purchased under this
8 Agreement. Participant is required to disclose all such information to the District prior to
9 the execution date of this Agreement. The Participant will not be reimbursed by the
10 District for the purchase of the new alternative fuel vehicle if the Participant has
11 purchased or taken possession of the said new vehicle prior to the execution date of
12 this Agreement.

13 Concurrently with the submission of any claim for payment, Participant
14 shall certify (through copies of invoices issued, sales or lease contracts, checks,
15 receipts, and the like) that complete payment has been made or invoiced. Participant
16 understands that any payment received from the District to fund the vehicle in this
17 Agreement may be subject to taxation and the District will issue a form 1099 to the
18 Participant. Any tax liability on the funds provided by the District shall be the sole
19 responsibility of the Participant.

20 B. **Surplus Funds:** Any compensation, which is not expended by
21 Participant pursuant to the terms and conditions of this Agreement by the project
22 completion date, shall automatically revert to District. Only expenditures incurred by
23 Participant in the direct performance of this Agreement will be reimbursed by District.

24 **4. NON-ALLOCATION OF FUNDS**

25 The terms of this Agreement are contingent on the approval and receipt
26 of funds by the appropriating government agency. Should sufficient funds not be
27 allocated, the services provided may be modified or this Agreement terminated at any
28 time by giving Participant thirty (30) days' prior written notice.

1 **5. ANNUAL REPORTING**

2 Participant shall submit annual reports on the vehicle that include the
3 following information:

- 4 1. Participant contact information;
- 5 2. Proof of current California registration for the new alternative
6 fuel vehicle (on-road only);
- 7 3. Proof of insurance as required by paragraph 11.
- 8 4. Annual miles or hours traveled (including mileage/activity or
9 hour/activity logs for documentation);
- 10 5. Summary of maintenance performed;
- 11 6. Any other pertinent information requested by the District on a
12 form to be provided to the Participant by the District.

13 Annual reporting will be required for three (3) subsequent years following
14 the purchase of the new alternative fuel vehicle. The first year annual report is due on
15 the anniversary date of when the new alternative fuel vehicle was first placed into
16 service and for each ensuing year thereafter. Noncompliance with the reporting
17 requirements shall result in on-site monitoring by District personnel and will impact the
18 Participant's ability to receive funding from the District for future projects. Participants
19 with annual reports more than six (6) months late will not be granted any additional grant
20 funds from the District until all reports are satisfactorily submitted.

21 The District or representative designated by the District reserves the right
22 to monitor the vehicle, enforce the terms of this Agreement at any time during the
23 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
24 non-compliance within the terms and conditions of this Agreement or applicable state
25 laws or regulations.

26 **6. TERMINATION**

27 A. **Breach of Agreement:** District may immediately suspend or
28 terminate this Agreement, in whole or in part, where in the determination of District there

1 is:

- 2 1. An illegal or improper use of funds;
- 3 2. A failure to comply with any term of this Agreement;
- 4 3. A substantially incorrect or incomplete annual report submitted
- 5 to the District;

6 In no event shall any payment by District constitute a waiver by District of
 7 any breach of this Agreement or any default, which may then exist on the part of
 8 Participant. Neither shall such payment impair or prejudice any remedy available to the
 9 District with respect to the breach or default. District shall have the right to demand of
 10 Participant the repayment to the District of any funds disbursed to Participant under this
 11 Agreement which in the judgment of District were not expended in accordance with the
 12 terms of this Agreement. Participant shall promptly refund any such funds upon
 13 demand.

14 In addition to immediate suspension or termination, District may impose
 15 any other remedies available at law, in equity, or otherwise specified in this Agreement.
 16 The District may prohibit Participant from participating in all other District and State grant
 17 programs in the future.

18 **B. Without Cause:** Either party may terminate this Agreement at any
 19 time upon giving the other party at least thirty (30) days' advance written notice of
 20 intention to terminate. The District shall have the right to demand prompt repayment of
 21 a portion or all monies expended under this Agreement as provided in paragraph 3 if
 22 the Participant does not meet all obligations under this Agreement upon such
 23 termination.

24 **7. MODIFICATION**

25 Any matters of this Agreement may be modified from time to time by the
 26 written consent of all the parties without in any way affecting the remainder.

27 **8. INDEPENDENT CONTRACTOR**

28 In performance of the work, duties, and obligations assumed by

1 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
2 mutually understood and agreed that Contractor, including any and all of Contractor's
3 officers, agents, and employees, will at all times be acting and performing as an
4 independent contractor and shall act in an independent capacity and not as an officer,
5 agent, servant, employee, joint venture, partner, or associate of District or ARB.
6 Furthermore, District shall have no right to control or supervise or direct the manner or
7 method by which Contractor shall perform its work and function. However, District shall
8 retain the right to administer this Agreement so as to verify that Contractor is performing
9 its obligations in accordance to the terms and conditions thereof. Contractor and District
10 shall comply with all applicable provisions of law and the rules and regulations, if any,
11 of governmental authorities having jurisdiction over matters the subject thereof.

12 Because of its status as an independent contractor, Contractor shall have
13 absolutely no right to employment rights and benefits available to District employees.
14 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
15 all legally required employee benefits. In addition, Contractor shall be solely responsible
16 and save District harmless from all matters relating to payment of Contractor's
17 employees, including compliance with social security, withholding, and all other
18 regulations governing such matters. It is acknowledged that during the term of this
19 Agreement, Contractor may be providing services to others unrelated to District or to
20 this Agreement.

21 **9. NON-ASSIGNMENT**

22 Participant may not assign, sell, transfer, license, or subcontract any rights
23 or obligations to a third party within or outside of the District's boundaries without the
24 express prior consent of the District for the duration of the Agreement Period specified
25 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle or any
26 portion thereof for any reason, or is required to replace the vehicle with a cleaner vehicle
27 prior to the end of the Agreement Period, the Participant must request and receive
28 written consent from the District prior to selling or transferring ownership of the vehicle

1 or any portion thereof.

2 Prior to completing the transaction, the Participant understands that it is
3 responsible to inform the party purchasing the vehicle of the Agreement provisions and
4 disclose the remaining Agreement term. The Participant shall be responsible for
5 establishing an agreement between the new owner and District in order to facilitate the
6 transfer of the Agreement provisions and terms. The Participant shall provide the
7 prospective new owner with valid contact information for the District so the new owner
8 can assume legal responsibility under the original Agreement or enter into a new
9 Agreement with the District, for the remainder of the Agreement Period. Participant
10 understands that they shall not be relieved of their legal obligation to fulfill the conditions
11 of this Agreement unless the new owner has assumed responsibility through an
12 executed agreement with the District.

13 **10. INDEMNIFICATION**

14 Participant agrees to indemnify, save, hold harmless, and at District's
15 request, defend the District, its boards, committees, representatives, officers, agents,
16 and employees from and against any and all costs and expenses (including reasonable
17 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
18 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
19 property damage) which arise or are alleged to arise directly or indirectly from any act
20 or omission of Participant, its officers, agents, sub participants, or employees in their
21 performance of this Agreement, or out of the operations of the Participant.

22 **11. INSURANCE AND VEHICLE WARRANTY**

23 Participant is responsible for securing warranty and maintaining
24 replacement value insurance on the new alternative fuel vehicle for the duration of the
25 Agreement Period specified in subparagraph 2.A. The new alternative fuel vehicle
26 purchased through this Agreement must not be tampered with or modified in any such
27 manner than would void the warranty of the vehicle. Insurance coverage must be
28 sufficient to repay the District's investment in case major damage to the new alternative

1 fuel vehicle occurs during the Agreement Period. A copy of the current insurance for
2 the vehicle purchased under this Agreement is required to be submitted annually with
3 the Participant's annual report.

4 In the event that the new alternative fuel vehicle purchased under this
5 Agreement is in an accident, stolen, destroyed, or otherwise rendered temporarily or
6 permanently inoperable, the Participant must immediately inform the District of such
7 damage(s) and repair or replace the vehicles within three (3) months from the date of
8 the occurrence at the Participant's expense and to the standards which meet all
9 program requirements for the remainder of the Participant's obligation under this
10 Agreement.

11 If the Participant repairs a vehicle rendered temporarily inoperable, said
12 repairs shall include any and all repairs necessary to restore the vehicle and any
13 optional equipment purchased under this Agreement to a reasonable condition. If the
14 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
15 include an equivalent vehicle that, at a minimum, meets all program eligibility
16 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
17 As the replacement of a vehicle may require an amendment to the existing Agreement,
18 the Participant must receive prior authorization from the District in advance of any
19 purchases, and must provide any and all replacement vehicle information to the District.

20 In the event the Participant does not repair or replace vehicle that
21 becomes inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
22 District may undertake actions pursuant to this Agreement, including recouping a
23 portion or all incentive funds provided for the vehicle in question.

24 **12. RECORD KEEPING**

25 Participant shall maintain records sufficient to provide, on an annual basis,
26 information regarding annual mileage, fuel usage, invoices, general maintenance
27 details, correspondence associated with the application, award, agreement, monitoring,
28 enforcement, and reporting requirements and any other available information that may

1 be deemed pertinent to the evaluation of the program for at least two (2) years after the
2 equipment project term or three (3) years after final payment, whichever is later.
3 Records shall be readily available and accessible to the District, or District designated
4 representative, upon request for the purposes of ongoing evaluations or auditing.

5 **13. NOTICES**

6 The persons and their addresses having authority to give and receive
7 notices under this Agreement are as follows:

8 PARTICIPANT	DISTRICT
9 10 Stacey Bettencourt 11 Superintendent 12 P.O. Box 787 13 Tipton, CA 93272	Samir Sheikh Executive Director/APCO 1990 East Gettysburg Ave. Fresno, CA 93726

14 Any and all notices between District and Participant provided for or
15 permitted under this Agreement or by law shall be in writing and shall be deemed duly
16 served when personally delivered to one of the parties, or in lieu of such personal
17 service, when deposited in the United States mail, postage prepared, addressed to such
18 party.

19 **14. AUDITS AND INSPECTIONS**

20 In addition to enforcement by the District or designated representative(s)
21 of the District, the District reserves the right to perform audits of vehicle and
22 documentation and enforce the terms of this Agreement at any time during the
23 Agreement term.

24 If, after audit, the District makes a determination that funds provided to the
25 Participant pursuant to this Agreement were not spent in conformance with this
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28 conformance with said provisions.

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2 None of the funds, materials, property, or services provided under this
3 Agreement shall be used for any political activity, or to further the election or defeat of
4 any candidate for public office contrary to federal or state laws, statutes, regulations,
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6 **16. LOBBYING PROHIBITED**

7 None of the funds provided under this Agreement shall be used for
8 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
9 before the Congress of the United States of America or the Legislature of the State of
10 California.

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12 No officer, employee, or agent of District who exercises any function or
13 responsibility for planning and carrying out the services provided under this Agreement
14 shall have any direct or indirect personal financial interest in this Agreement. Participant
15 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
16 which shall be applicable to all parties and beneficiaries under this Agreement and any
17 officer, agent, or employee of District.

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19 This Agreement shall be governed in all respects by the laws of the State
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24 regulations, rules, and guidelines which apply to its performance under this Agreement,
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3 It is understood that for Participant's performance under this Agreement,
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7 unreasonable delay in such performance.

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9 Upon termination or expiration of this Agreement, all data which is
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13 developed by Participant under this Agreement subject to District's exclusive ownership
14 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
15 such data which is in its possession (including its sub participants or agents), without
16 any reservation of right or title, not otherwise enumerated herein.

17 District shall have the right at reasonable times during the term of this
18 Agreement to inspect and reproduce any data received, collected, produced, or
19 developed by Participant under this Agreement. No reports, professional papers,
20 information, inventions, improvements, discoveries, or data obtained, prepared,
21 assembled, or developed by Participant, pursuant to this Agreement, shall be released
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26 Notwithstanding anything else stated to the contrary herein, it is
27 understood that Participant's services and activities under this Agreement are being
28 rendered only for the benefit of District, and no other person, firm, corporation, or entity

1 shall be deemed an intended third-party beneficiary of this Agreement.

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3 In the event that any one or more of the provisions contained in this
4 Agreement shall for any reason be held to be unenforceable in any respect by a court
5 of competent jurisdiction, such holding shall not affect any other provisions of this
6 Agreement, and the Agreement shall then be construed as if such unenforceable
7 provisions are not a part hereof.

8 **25. ENTIRE AGREEMENT**

9 This Agreement constitutes the entire agreement between Participant and
10 District with respect to the subject matter hereof and supersedes all previous
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

Tipton Elementary School District

San Joaquin Valley Air Pollution Control District

DocuSigned by:
Stacey Bettencourt
7285FD1312788432

Stacey Bettencourt
Superintendent

DocuSigned by:
Sheraz Gill for

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Annette Ballatore

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Ryan Kincaid

Ryan Kincaid
Controller

For accounting use only:
Program: 282
Account No.: _____

Tipton Elementary School District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-191904

Vehicle Make: Greenworks

Vehicle Model: CU400W

Vehicle Model Year: 2023

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,994.99

Agreement No. **G-191905-A1**

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this 10th day of April, 2024, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **Tipton Elementary School District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase



1 Component and has been approved by the District for funding; and

2 **WHEREAS**, Participant represents that it is willing and able to perform the
3 activities set forth herein.

4 **NOW, THEREFORE**, based on their mutual promises, covenants, and
5 conditions, the parties hereby agree as follows:

6 **1. PROJECT**

7 The Participant agrees to purchase and place into service the specified
8 new alternative fuel vehicle as set forth in Exhibit A attached hereto and incorporated
9 herein. Participant agrees, that at the date of execution of this Agreement, Participant
10 has not yet purchased or taken possession of said vehicle and agrees to furnish all
11 labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to
12 perform and complete, per schedule, in a professional manner, the requirements
13 described herein. Participant agrees and represents that purchase of the specified
14 vehicle subject of this Agreement is not required by or to be used for compliance with
15 any local, state, or federal rule or regulation, settlement agreement, mitigation
16 agreement, memorandum of understanding (MOU), memorandum of agreement
17 (MOA), or other legal mandate currently in effect. Participant waives all rights to any
18 emission reduction credits that may accrue as a result of purchase of the specified
19 vehicle.

20 In the event of any conflict between or among the terms and conditions of
21 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
22 giving precedence in the following order of priority:

- 23 1. To the text of this Agreement
- 24 2. Exhibit to this Agreement

25 **2. TIMETABLE/PERIOD OF PERFORMANCE**

26 Participant shall purchase and place the new alternative fuel vehicle into
27 service, and submit all final claims as outlined in Paragraph 3, **no later than one (1)**
28 **year from the execution date of this Agreement.** If the Participant cannot meet the

1 project timetable as set forth herein, the Participant must notify the District in writing and
2 request to amend the Agreement to provide the Participant additional time to meet all
3 performance requirements under the Agreement. Such request is subject to review and
4 approval by the District. Participant agrees to amend the Agreement as necessary, if
5 requested by the District, to ensure the project is completed within the timetable
6 approved by the District.

7 A. **Agreement Period:** The Participant shall own and operate the new
8 alternative fuel vehicle purchased under this Agreement according to the terms of this
9 Agreement for no less than three (3) years from the date in which the vehicle is first
10 placed into service.

11 **3. COMPENSATION**

12 The total obligation of the District under this Agreement shall not exceed
13 **Nineteen Thousand Nine Hundred Ninety-Four And 99/100 dollars (\$19,994.99)** for
14 the purchase of the new alternative fuel vehicle identified in Exhibit A. The maximum
15 funding provided for the vehicle is limited to the corresponding Eligible Amount identified
16 in Exhibit A.

17 Participant shall obtain through other sources sufficient additional monies
18 to fund the total cost of the vehicle. In the event funding from other sources for the total
19 cost of the vehicle is not received by Participant, District reserves the right to terminate
20 or re-negotiate this Agreement.

21 A. **Payments:** Advance payments shall not be permitted. The District
22 shall issue payment to Participant upon receipt of a properly supported and verified
23 claim for payment as specified in the Public Benefit Grants Program, New Alternative
24 Fuel Vehicle Purchase Component payment procedures document. The payment
25 procedures document shall be provided to Participant by the District.

26 Payment is for reimbursement to the Participant for the purchase of the
27 new alternative fuel vehicle and funding shall only be allowed toward the purchase of
28 the specific vehicle described in Exhibit A. Participant may choose to lease the vehicle

1 with a minimum lease term of thirty-six (36) months. The District reserves the right to
2 reduce the funding paid to the Participant if it is determined that the actual invoiced
3 costs paid by the Participant for the purchase of the new vehicle, or the total amount to
4 be paid over the lease term, is less than the Total Eligible Amount specified in Exhibit
5 A. The District also reserves the right to reduce the funding if the Participant receives
6 or will receive co-funding from a third party that, in addition to the District's funding,
7 exceeds the total invoiced cost of the new alternative fuel vehicle purchased under this
8 Agreement. Participant is required to disclose all such information to the District prior to
9 the execution date of this Agreement. The Participant will not be reimbursed by the
10 District for the purchase of the new alternative fuel vehicle if the Participant has
11 purchased or taken possession of the said new vehicle prior to the execution date of
12 this Agreement.

13 Concurrently with the submission of any claim for payment, Participant
14 shall certify (through copies of invoices issued, sales or lease contracts, checks,
15 receipts, and the like) that complete payment has been made or invoiced. Participant
16 understands that any payment received from the District to fund the vehicle in this
17 Agreement may be subject to taxation and the District will issue a form 1099 to the
18 Participant. Any tax liability on the funds provided by the District shall be the sole
19 responsibility of the Participant.

20 **B. Surplus Funds:** Any compensation, which is not expended by
21 Participant pursuant to the terms and conditions of this Agreement by the project
22 completion date, shall automatically revert to District. Only expenditures incurred by
23 Participant in the direct performance of this Agreement will be reimbursed by District.

24 **4. NON-ALLOCATION OF FUNDS**

25 The terms of this Agreement are contingent on the approval and receipt
26 of funds by the appropriating government agency. Should sufficient funds not be
27 allocated, the services provided may be modified or this Agreement terminated at any
28 time by giving Participant thirty (30) days' prior written notice.

1 **5. ANNUAL REPORTING**

2 Participant shall submit annual reports on the vehicle that include the
3 following information:

- 4 1. Participant contact information;
- 5 2. Proof of current California registration for the new alternative
6 fuel vehicle (on-road only);
- 7 3. Proof of insurance as required by paragraph 11.
- 8 4. Annual miles or hours traveled (including mileage/activity or
9 hour/activity logs for documentation);
- 10 5. Summary of maintenance performed;
- 11 6. Any other pertinent information requested by the District on a
12 form to be provided to the Participant by the District.

13 Annual reporting will be required for three (3) subsequent years following
14 the purchase of the new alternative fuel vehicle. The first year annual report is due on
15 the anniversary date of when the new alternative fuel vehicle was first placed into
16 service and for each ensuing year thereafter. Noncompliance with the reporting
17 requirements shall result in on-site monitoring by District personnel and will impact the
18 Participant’s ability to receive funding from the District for future projects. Participants
19 with annual reports more than six (6) months late will not be granted any additional grant
20 funds from the District until all reports are satisfactorily submitted.

21 The District or representative designated by the District reserves the right
22 to monitor the vehicle, enforce the terms of this Agreement at any time during the
23 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
24 non-compliance within the terms and conditions of this Agreement or applicable state
25 laws or regulations.

26 **6. TERMINATION**

27 A. **Breach of Agreement:** District may immediately suspend or
28 terminate this Agreement, in whole or in part, where in the determination of District there

1 is:

- 2 1. An illegal or improper use of funds;
- 3 2. A failure to comply with any term of this Agreement;
- 4 3. A substantially incorrect or incomplete annual report submitted
- 5 to the District;

6 In no event shall any payment by District constitute a waiver by District of
 7 any breach of this Agreement or any default, which may then exist on the part of
 8 Participant. Neither shall such payment impair or prejudice any remedy available to the
 9 District with respect to the breach or default. District shall have the right to demand of
 10 Participant the repayment to the District of any funds disbursed to Participant under this
 11 Agreement which in the judgment of District were not expended in accordance with the
 12 terms of this Agreement. Participant shall promptly refund any such funds upon
 13 demand.

14 In addition to immediate suspension or termination, District may impose
 15 any other remedies available at law, in equity, or otherwise specified in this Agreement.
 16 The District may prohibit Participant from participating in all other District and State grant
 17 programs in the future.

18 **B. Without Cause:** Either party may terminate this Agreement at any
 19 time upon giving the other party at least thirty (30) days' advance written notice of
 20 intention to terminate. The District shall have the right to demand prompt repayment of
 21 a portion or all monies expended under this Agreement as provided in paragraph 3 if
 22 the Participant does not meet all obligations under this Agreement upon such
 23 termination.

24 **7. MODIFICATION**

25 Any matters of this Agreement may be modified from time to time by the
 26 written consent of all the parties without in any way affecting the remainder.

27 **8. INDEPENDENT CONTRACTOR**

28 In performance of the work, duties, and obligations assumed by

1 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
2 mutually understood and agreed that Contractor, including any and all of Contractor's
3 officers, agents, and employees, will at all times be acting and performing as an
4 independent contractor and shall act in an independent capacity and not as an officer,
5 agent, servant, employee, joint venture, partner, or associate of District or ARB.
6 Furthermore, District shall have no right to control or supervise or direct the manner or
7 method by which Contractor shall perform its work and function. However, District shall
8 retain the right to administer this Agreement so as to verify that Contractor is performing
9 its obligations in accordance to the terms and conditions thereof. Contractor and District
10 shall comply with all applicable provisions of law and the rules and regulations, if any,
11 of governmental authorities having jurisdiction over matters the subject thereof.

12 Because of its status as an independent contractor, Contractor shall have
13 absolutely no right to employment rights and benefits available to District employees.
14 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
15 all legally required employee benefits. In addition, Contractor shall be solely responsible
16 and save District harmless from all matters relating to payment of Contractor's
17 employees, including compliance with social security, withholding, and all other
18 regulations governing such matters. It is acknowledged that during the term of this
19 Agreement, Contractor may be providing services to others unrelated to District or to
20 this Agreement.

21 **9. NON-ASSIGNMENT**

22 Participant may not assign, sell, transfer, license, or subcontract any rights
23 or obligations to a third party within or outside of the District's boundaries without the
24 express prior consent of the District for the duration of the Agreement Period specified
25 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle or any
26 portion thereof for any reason, or is required to replace the vehicle with a cleaner vehicle
27 prior to the end of the Agreement Period, the Participant must request and receive
28 written consent from the District prior to selling or transferring ownership of the vehicle

1 or any portion thereof.

2 Prior to completing the transaction, the Participant understands that it is
3 responsible to inform the party purchasing the vehicle of the Agreement provisions and
4 disclose the remaining Agreement term. The Participant shall be responsible for
5 establishing an agreement between the new owner and District in order to facilitate the
6 transfer of the Agreement provisions and terms. The Participant shall provide the
7 prospective new owner with valid contact information for the District so the new owner
8 can assume legal responsibility under the original Agreement or enter into a new
9 Agreement with the District, for the remainder of the Agreement Period. Participant
10 understands that they shall not be relieved of their legal obligation to fulfill the conditions
11 of this Agreement unless the new owner has assumed responsibility through an
12 executed agreement with the District.

13 **10. INDEMNIFICATION**

14 Participant agrees to indemnify, save, hold harmless, and at District's
15 request, defend the District, its boards, committees, representatives, officers, agents,
16 and employees from and against any and all costs and expenses (including reasonable
17 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
18 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
19 property damage) which arise or are alleged to arise directly or indirectly from any act
20 or omission of Participant, its officers, agents, sub participants, or employees in their
21 performance of this Agreement, or out of the operations of the Participant.

22 **11. INSURANCE AND VEHICLE WARRANTY**

23 Participant is responsible for securing warranty and maintaining
24 replacement value insurance on the new alternative fuel vehicle for the duration of the
25 Agreement Period specified in subparagraph 2.A. The new alternative fuel vehicle
26 purchased through this Agreement must not be tampered with or modified in any such
27 manner than would void the warranty of the vehicle. Insurance coverage must be
28 sufficient to repay the District's investment in case major damage to the new alternative

1 fuel vehicle occurs during the Agreement Period. A copy of the current insurance for
2 the vehicle purchased under this Agreement is required to be submitted annually with
3 the Participant's annual report.

4 In the event that the new alternative fuel vehicle purchased under this
5 Agreement is in an accident, stolen, destroyed, or otherwise rendered temporarily or
6 permanently inoperable, the Participant must immediately inform the District of such
7 damage(s) and repair or replace the vehicles within three (3) months from the date of
8 the occurrence at the Participant's expense and to the standards which meet all
9 program requirements for the remainder of the Participant's obligation under this
10 Agreement.

11 If the Participant repairs a vehicle rendered temporarily inoperable, said
12 repairs shall include any and all repairs necessary to restore the vehicle and any
13 optional equipment purchased under this Agreement to a reasonable condition. If the
14 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
15 include an equivalent vehicle that, at a minimum, meets all program eligibility
16 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
17 As the replacement of a vehicle may require an amendment to the existing Agreement,
18 the Participant must receive prior authorization from the District in advance of any
19 purchases, and must provide any and all replacement vehicle information to the District.

20 In the event the Participant does not repair or replace vehicle that
21 becomes inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
22 District may undertake actions pursuant to this Agreement, including recouping a
23 portion or all incentive funds provided for the vehicle in question.

24 **12. RECORD KEEPING**

25 Participant shall maintain records sufficient to provide, on an annual basis,
26 information regarding annual mileage, fuel usage, invoices, general maintenance
27 details, correspondence associated with the application, award, agreement, monitoring,
28 enforcement, and reporting requirements and any other available information that may

1 be deemed pertinent to the evaluation of the program for at least two (2) years after the
2 equipment project term or three (3) years after final payment, whichever is later.
3 Records shall be readily available and accessible to the District, or District designated
4 representative, upon request for the purposes of ongoing evaluations or auditing.

5 **13. NOTICES**

6 The persons and their addresses having authority to give and receive
7 notices under this Agreement are as follows:

8 **PARTICIPANT**

DISTRICT

9
10 **Stacey Bettencourt**
11 **Superintendent**
12 **P.O. Box 787**
13 **Tipton, CA 93272**

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

14 Any and all notices between District and Participant provided for or
15 permitted under this Agreement or by law shall be in writing and shall be deemed duly
16 served when personally delivered to one of the parties, or in lieu of such personal
17 service, when deposited in the United States mail, postage prepared, addressed to such
18 party.

19 **14. AUDITS AND INSPECTIONS**

20 In addition to enforcement by the District or designated representative(s)
21 of the District, the District reserves the right to perform audits of vehicle and
22 documentation and enforce the terms of this Agreement at any time during the
23 Agreement term.

24 If, after audit, the District makes a determination that funds provided to the
25 Participant pursuant to this Agreement were not spent in conformance with this
26 Agreement or any other applicable provisions of law, the Participant agrees to
27 immediately reimburse District all funds determined to have been expended not in
28 conformance with said provisions.

///

1 **15. POLITICAL ACTIVITY PROHIBITED**

2 None of the funds, materials, property, or services provided under this
3 Agreement shall be used for any political activity, or to further the election or defeat of
4 any candidate for public office contrary to federal or state laws, statutes, regulations,
5 rules, or guidelines.

6 **16. LOBBYING PROHIBITED**

7 None of the funds provided under this Agreement shall be used for
8 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
9 before the Congress of the United States of America or the Legislature of the State of
10 California.

11 **17. CONFLICT OF INTEREST**

12 No officer, employee, or agent of District who exercises any function or
13 responsibility for planning and carrying out the services provided under this Agreement
14 shall have any direct or indirect personal financial interest in this Agreement. Participant
15 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
16 which shall be applicable to all parties and beneficiaries under this Agreement and any
17 officer, agent, or employee of District.

18 **18. GOVERNING LAW**

19 This Agreement shall be governed in all respects by the laws of the State
20 of California. Venue for any action arising out of this Agreement shall only be in Fresno
21 County, California.

22 **19. COMPLIANCE WITH LAWS**

23 The Participant shall comply with all federal and state laws, statutes,
24 regulations, rules, and guidelines which apply to its performance under this Agreement,
25 including California driving eligibility and financial liability laws.

26 **20. BINDING ON SUCCESSORS**

27 This Agreement, including all covenants and conditions contained herein,
28 shall be binding upon and inure to the benefit of the parties, including their respective

1 successors-in-interest, assigns, and legal representatives.

2 **21. TIME IS OF THE ESSENCE**

3 It is understood that for Participant's performance under this Agreement,
4 time is of the essence. The parties reasonably anticipate that Participant will, to the
5 reasonable satisfaction of District, complete all activities provided herein within the time
6 schedule outlined in this Agreement, provided that Participant is not caused
7 unreasonable delay in such performance.

8 **22. DATA OWNERSHIP**

9 Upon termination or expiration of this Agreement, all data which is
10 received, collected, produced, or developed by Participant under this Agreement shall
11 become the exclusive property of District, provided, however, Participant shall be
12 allowed to retain a copy of any non-confidential data received, collected, produced, or
13 developed by Participant under this Agreement subject to District's exclusive ownership
14 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
15 such data which is in its possession (including its sub participants or agents), without
16 any reservation of right or title, not otherwise enumerated herein.

17 District shall have the right at reasonable times during the term of this
18 Agreement to inspect and reproduce any data received, collected, produced, or
19 developed by Participant under this Agreement. No reports, professional papers,
20 information, inventions, improvements, discoveries, or data obtained, prepared,
21 assembled, or developed by Participant, pursuant to this Agreement, shall be released
22 or made available (except to District) without prior, express written approval of District
23 while this Agreement is in force, and except as otherwise required under the California
24 Public Records Act.

25 **23. NO THIRD-PARTY BENEFICIARIES**

26 Notwithstanding anything else stated to the contrary herein, it is
27 understood that Participant's services and activities under this Agreement are being
28 rendered only for the benefit of District, and no other person, firm, corporation, or entity

1 shall be deemed an intended third-party beneficiary of this Agreement.

2 **24. SEVERABILITY**

3 In the event that any one or more of the provisions contained in this
4 Agreement shall for any reason be held to be unenforceable in any respect by a court
5 of competent jurisdiction, such holding shall not affect any other provisions of this
6 Agreement, and the Agreement shall then be construed as if such unenforceable
7 provisions are not a part hereof.

8 **25. ENTIRE AGREEMENT**

9 This Agreement constitutes the entire agreement between Participant and
10 District with respect to the subject matter hereof and supersedes all previous
11 negotiations, proposals, commitments, writings, advertisements, publications, and
12 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

Tipton Elementary School District

San Joaquin Valley Air Pollution Control District

DocuSigned by:
Stacey Bettencourt
7295FED317790439

Stacey Bettencourt
Superintendent

DocuSigned by:
Sheraz Gill for
E8F6310CCE84EF...

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Annette Ballatore
E4F6310CCE84EF...

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Ryan Kincaid
E4F6310CCE84EF...

Ryan Kincaid
Controller

For accounting use only:
Program: 282
Account No.: _____

Tipton Elementary School District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-191905

Vehicle Make: Greenworks

Vehicle Model: CU400W

Vehicle Model Year: 2023

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,994.99

4. ADMINISTRATIVE: Action items:

4.4 Resolution # 2023-2024-07 In the Matter of Ordering Regular Governing Board Member Elections: Specifications of the Election Order

BEFORE THE BOARD OF TRUSTEES OF THE
TIPTON SCHOOL DISTRICT
TULARE COUNTY, STATE OF CALIFORNIA

In the Matter of Ordering Regular
Governing Board Member Elections;
Specifications of the Election Order

RESOLUTION NO. 2023-2024-07

RECITALS

1. Election Code sections 1302, 10404.5 and 10405.7 authorize school districts and community college districts to establish the election day for governing board members to regularly occur on the same day as the statewide direct primary election, the statewide general election or the general municipal election is held.
2. The Board of Supervisors has received and approved a resolution from this Board establishing election of governing board members on the same day upon which the statewide general election is held.
3. Education Code section 5322 provides that whenever an election for governing board members is ordered, the governing board shall, by resolution, provide for specifications of the election order which shall be delivered to the county superintendent of schools and the officer conducting the election not less than 123 days prior to the date set for the election.
4. Other elections of school districts or other public agencies may be held in whole or part within the territory of this District and it is to the advantage of the District to consolidate therewith.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. This Board hereby orders an election to be held within the territory included in this District on the 5th day of November, 2024, for the purpose of electing two (2) members for 4-year terms to the governing board of the District in accordance with the following specifications:

**TIPTON SCHOOL DISTRICT
SPECIFICATIONS OF THE ELECTION ORDER**

- a. The election shall be held on Tuesday, November 5, 2024.
 - b. The purpose of the election is to choose two (2) members of the governing board of this District for 4-year terms.
 - c. Adopt i or ii (please check one box in this section):
 - i. Candidate statements shall be paid for by the candidate. (*Elections Code section 13309 provides procedures for filing by indigent candidates.*)
 - ii. Candidate statements shall be paid for by the District. (*Elections Code section 13307.*)
 - d. Adopt i or ii (please check one box in this section):
 - i. Candidate statements shall be limited to 200 words.
 - ii. Candidate statements shall be limited to 400 words. (*Elections Code section 13307.*)
 - e. Adopt i or ii (please check one box in this section):
 - i. In the event of a tie vote, the winner of the election shall be determined by lot at a time and place to be designated by this Board.
 - ii. In the event of a tie vote, the governing board shall call a runoff election on the sixth Tuesday following the election at which the tie vote occurred. (*Education Code section 5016*) **All costs and expenses of conducting the special runoff election shall be borne by the District.**
3. The District will reimburse the county for the actual cost incurred by the county elections official in conducting the general election upon receipt of a bill stating the amount due as determined by the elections official.
 4. This Board hereby requests and consents to the consolidation of this election with other elections to be held in whole or in part in the territory of the District, pursuant to Education Code section 5340 et seq. and Elections Code section 10400 et seq.
 5. The Clerk of this Board is ordered to deliver copies of this Resolution, not less than 123 days prior to the date set for the election, to the county superintendent of school who shall deliver the order of election to the Tulare County elections official and, if applicable, to the election official of any other county in which the election is to be held, as required by Education Code section 5324.
 6. This Board requests that the county superintendent publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory:

Tulare Advanced Register

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____,
seconded by Trustee _____, at a regular meeting held on May 7, 2024,
by the following vote:

List Board Members Names Below:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, Stacey Bettencourt, secretary of the governing board of the Tipton School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 7th day of May, 2024.

Date: May 7, 2024

Secretary, Board of Trustees

Distribute as follows:

- Original to:** Vanessa Cantu, Business Services
Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091

- Copy to:** Maryalice Cypert, Elections Program Coordinator
Tulare County Elections
5300 W. Tulare Avenue, Suite 105
Visalia, CA 93277

4. ADMINISTRATIVE: Action items:

4.5 Request for Additional days for Superintendent and Principal



TIPTON ELEMENTARY SCHOOL

370 N. Evans Road • P.O. Box 787 • Tipton, CA 93272
559-752-4213 • FAX: 559-752-1231

Stacey Bettencourt
Superintendent

Cherie Solian Ed.D.
Principal

Cassandra Young
Business Manager

Fausto Martin
MOT Director

Connie Sanchez
Cafeteria Manager

Tiger Pride!

Date: May 1, 2024

Dear Board President:

As per contract, with Board approval the Superintendent can work additional days per year at the daily rate based on the annual salary. I am requesting that the Board approve 4 additional work days to be worked in June.

Dr. Cherie Solian is requesting the Board to approve 5 extra days to be worked in June.

Respectfully,

Stacey Bettencourt
Superintendent

Iva Sousa
President

John Cardoza
Clerk

Board Members
Greg Rice
Trustee

Shelley Heeger
Trustee

Fernando Cunha
Trustee

4. ADMINISTRATIVE: Action items:

4.6 Award of Bid – Bus Purchase

Recommend Award of Bid No. 2023-2024-01-Bus Purchase

Tipton Elementary School District

Board of Trustees Meeting Agenda Item

To: Board of Trustees
From: Stacey Bettencourt, Superintendent
Date: May 7, 2024

TITLE: Award of Bid for Bus Purchase

CONTACT PERSON: Stacey Bettencourt

FOR ACTION: May 7, 2024

RECCOMENDATION:

Approve Award of Bid for Bus Purchase

DISCUSSION:

The Tipton Elementary School District (“District”) currently lacks an adequate number of school buses to serve the needs of its students. The District applied for and was granted ESSER III funds to purchase two (2) school buses. Accordingly, the District issued a bid package on April 18, 2024, requesting quotes for the purchase of two (2) school buses. The District Administration will review all received bids and will present its recommendations to the Board at the time of the meeting.

REVISIONS:

BID TABULATION
 TIPTON ELEMENTARY SCHOOL DISTRICT
 Bid No. 2023-2024-01
 Two School Buses

Contractor	Quantities	Unit Bid Price <i>Includes all costs for item , except taxes</i>	Total Bid Amount <i>Quantity x unit price</i>
1. Model 1 Commercial Vehicles Inc.	2	\$214,055.00	\$428,110.00
		Subtotal of above line Items Bids	\$428,110.00
		Taxes	\$33,178.52
		Total Bid	\$461,288.52

The district recommends Model 1 Commercial Vehicles, Inc. as the lowest responsive bidder

5. FINANCE: Action items:

5.1 Vendor Payments

APY List

Date Paid between 3/23/2024 and 4/30/2024

Vendor No	Vendor Name	Reference Number	Payment Date	Invoice Number/Desc.	AccountCode	Amount
14446	95 PERCENT GROUP INC.	241799	04/12/2024	INV#132896	010-07200-0-11100-10000-43000-0-0103	\$5,678.05
14510	ALL SPORTS UNIFORM	241844	04/26/2024	30492	010-07200-0-11100-10000-43000-0-0405	\$3,903.70
13971	ALMEIDA, VIRGINIA	241783	04/05/2024	REIMB.STC MILE.MEAL	010-90336-0-11100-10000-52000-0-0000	\$101.84
13036	AMERICAN FIDELITY	241845	04/26/2024	MARCH 2024	010-00000-0-00000-00000-95024-0-0000	\$294.15
12788	ARAMARK UNIFORM SERVICES INC	241704	03/28/2024	5031373611	010-00000-0-00000-81000-58000-0-0000	\$632.84
12788	ARAMARK UNIFORM SERVICES INC	241752	04/05/2024	5031382619	010-00000-0-00000-81000-58000-0-0000	\$632.84
12788	ARAMARK UNIFORM SERVICES INC	241753	04/05/2024	5031378507	010-00000-0-00000-81000-58000-0-0000	\$632.84
12788	ARAMARK UNIFORM SERVICES INC	241797	04/12/2024	5031386451	010-00000-0-00000-81000-58000-0-0000	\$629.20
12788	ARAMARK UNIFORM SERVICES INC	241846	04/26/2024	5031389963	010-00000-0-00000-81000-58000-0-0000	\$675.60
12788	ARAMARK UNIFORM SERVICES INC	241847	04/26/2024	5031393055	010-00000-0-00000-81000-58000-0-0000	\$636.60
13904	AT&T	241705	03/28/2024	9391028858	010-00000-0-00000-81000-59000-0-0000	\$175.36
13904	AT&T	241798	04/12/2024	9391028859	010-00000-0-00000-81000-59000-0-0000	\$29.35
13904	AT&T	241843	04/26/2024	9391028858	010-00000-0-00000-81000-59000-0-0000	\$171.61
14404	AT&T	241800	04/12/2024	0826963964-032524	010-00000-0-00000-82000-59000-0-0000	\$614.79
14101	B&B PEST CONTROL SERVICE	241754	04/05/2024	01-TIP-02-24	010-00000-0-00000-81000-58000-0-0000	\$170.00
14101	B&B PEST CONTROL SERVICE	241848	04/26/2024	01-TIP-03-24	010-00000-0-00000-81000-58000-0-0000	\$170.00
13354	CALIFORNIA DEPT. OF EDUCATION	241914	04/26/2024	C-071904	010-30100-2-00000-00000-82900-0-0000	\$119,231.00
12548	CALIFORNIA TURF EQUIP. & SUPP.	241921	04/26/2024	632011	010-90361-0-00000-82000-64000-0-0000	\$19,994.99
12548	CALIFORNIA TURF EQUIP. & SUPP.	241920	04/26/2024	632009	010-90361-0-00000-82000-64000-0-0000	\$19,994.99
12548	CALIFORNIA TURF EQUIP. & SUPP.	241924	04/26/2024	623012	010-90361-0-00000-82000-64000-0-0000	\$19,994.99
14245	CENTRAL VALLEY REFRIGERATION	241793	04/12/2024	55483	010-00000-0-00000-81000-56000-0-0000	\$657.51
14245	CENTRAL VALLEY REFRIGERATION	241794	04/12/2024	55366	010-00000-0-00000-81000-56000-0-0000	\$1,233.41
14589	CEREBELLUM CORPORATION	241850	04/26/2024	213744	010-07200-0-11100-24203-43000-0-0114	\$36.74
14498	CINTAS	241756	04/05/2024	5203917773	010-07230-0-00000-36000-43000-0-0000	\$61.56
14498	CINTAS	241788	04/12/2024	5205562065	010-07230-0-00000-36000-43000-0-0000	\$27.00
13389	CLASSIC CHARTER	241759	04/05/2024	169769	010-07200-0-11100-10000-58000-0-0107	\$2,179.00
13389	CLASSIC CHARTER	241758	04/05/2024	167672	010-07200-0-11100-10000-58000-0-0107	\$2,159.00
14338	COLLEGIATE DESIGNS, INC.	241695	03/28/2024	022324TIPT	010-26000-3-11100-10000-43000-0-0000	\$1,355.90
13620	DANELLE BICKERS	241858	04/26/2024	REIMB.PARENT ENGAGE	010-07200-0-00000-24950-43000-0-0301	\$232.57
13459	DELL MARKETING L.P.	241851	04/26/2024	10743692365	010-07200-0-11100-24900-43000-0-0102	\$361.86
14490	DJ CLAUDIO VALERO	241780	04/05/2024	3.28.24	010-07200-0-00000-24950-58000-0-0301	\$350.00
14167	DOCUMENT TRACKING SERVICES	241727	03/26/2024	9327209	010-07200-0-11100-10000-58000-0-0302	\$525.00
14374	ELAN FINANCIAL SERIVCES	241785	04/05/2024	9190 BETTENCOURT	010-07200-0-11100-10000-43000-0-0405	\$60.12
14374	ELAN FINANCIAL SERIVCES	241784	04/05/2024	9190 BETTENCOURT	010-26000-3-11100-10000-43000-0-0000	\$700.41
14374	ELAN FINANCIAL SERIVCES	241840	04/12/2024	9190 BETTENCOURT	010-60100-0-11100-10000-43000-0-0000	\$1,695.00
14373	ELAN FINANCIAL SERVICES	241729	04/05/2024	0461 MARTIN	010-00000-0-00000-72000-43000-0-0000	\$218.63
14375	ELAN FINANCIAL SERVICES	241732	04/05/2024	9281 SOLIAN	010-07200-0-00000-24950-43000-0-0301	\$76.39
14375	ELAN FINANCIAL SERVICES	241735	04/05/2024	9281 SOLIAN	010-07200-0-00000-24950-43000-0-0301	\$75.39
14375	ELAN FINANCIAL SERVICES	241734	04/05/2024	9281 SOLIAN	010-07200-0-11100-10000-43000-0-0107	\$75.08
14375	ELAN FINANCIAL SERVICES	241733	04/05/2024	9281 SOLIAN	010-07200-0-11100-10000-58000-0-0107	\$175.00
14375	ELAN FINANCIAL SERVICES	241731	04/05/2024	9281 SOLIAN	010-07200-0-11100-10000-58000-0-0405	\$170.00
14373	ELAN FINANCIAL SERVICES	241730	04/05/2024	0461 MARTIN	010-81500-0-00000-81000-43000-0-0000	\$606.51
14373	ELAN FINANCIAL SERVICES	241786	04/05/2024	0461 MARTIN	010-81500-0-00000-81000-43000-0-0000	\$86.58
14459	ELAN FINANCIAL SERVICES	241738	04/05/2024	1091 YOUNG	010-00000-0-11100-10000-43000-0-0000	\$42.66
14459	ELAN FINANCIAL SERVICES	241743	04/05/2024	1091 YOUNG	010-00000-0-11100-10000-59000-0-0000	\$68.00
14459	ELAN FINANCIAL SERVICES	241737	04/05/2024	1091 YOUNG	010-07200-0-11100-10000-43000-0-0103	\$418.47
14459	ELAN FINANCIAL SERVICES	241740	04/05/2024	1091 YOUNG	010-07200-0-11100-10000-43000-0-0103	\$19.29
14459	ELAN FINANCIAL SERVICES	241739	04/05/2024	1091 YOUNG	010-07200-0-11100-10000-58000-0-0407	\$100.80

14459 ELAN FINANICAL SERVICES	241736	04/05/2024	1091 YOUNG	010-07200-0-11100-24900-58000-0-0102	\$26.40
14459 ELAN FINANICAL SERVICES	241741	04/05/2024	1091 YOUNG	010-26000-3-11100-10000-43000-0-0000	\$86.16
14459 ELAN FINANICAL SERVICES	241742	04/05/2024	1091 YOUNG	010-90336-0-11100-10000-43000-0-0000	\$207.31
5481 EMPLOYMENT DEVELOPMENT DEPT.	241802	04/12/2024	942384433 Q1 2024	010-00000-0-00000-00000-95025-0-0000	\$669.56
14592 GANNETT CALIFORNIA LOCALIQ	241724	03/28/2024	0006276350	010-00000-0-00000-72000-58000-0-0000	\$503.91
14592 GANNETT CALIFORNIA LOCALIQ	241867	04/26/2024	0006341789	010-00000-0-00000-72000-58000-0-0000	\$909.46
14146 GINA MANFREDI	241852	04/26/2024	REIMB.HOME EC	010-07200-0-11100-10000-43000-0-0407	\$87.99
12921 GOLD STAR FOODS INC.	241859	04/26/2024	7274405	010-26000-3-11100-10000-43000-0-0000	\$160.12
12996 GOPHER SPORT	241709	03/28/2024	IN357299	010-07200-0-11100-10000-43000-0-0405	\$5,807.87
14315 HCI SYSTEMS, Inc	241698	03/28/2024	I0068995	010-81500-0-00000-81000-58000-0-0000	\$754.00
13957 INFINITY COMM. & CONSUL., INC.	241795	04/12/2024	17279	010-00000-0-00000-71000-58000-0-0000	\$3,375.00
14475 IRWIN SEATING COMPANY	241796	04/12/2024	S0050668	010-81500-0-00000-81000-58000-0-0000	\$57.54
14512 J & F DIESEL REPAIR	241916	04/26/2024	1212	010-07230-0-00000-36000-58000-0-0000	\$750.00
14512 J & F DIESEL REPAIR	241917	04/26/2024	1211	010-07230-0-00000-36000-58000-0-0000	\$450.00
12983 JACK BENIGO TREE SERVICE	241722	03/28/2024	20935	010-00000-0-00000-81000-58000-0-0000	\$1,875.51
12983 JACK BENIGO TREE SERVICE	241723	03/28/2024	20934	010-00000-0-00000-81000-58000-0-0000	\$1,575.51
14069 J's COMMUNICATIONS, INC.	241885	04/26/2024	68377	010-07230-0-00000-36000-58000-0-0000	\$470.59
11950 LAWRENCE TRACTOR CO, INC	241868	04/26/2024	658092	010-07230-0-00000-36000-43000-0-0000	\$332.94
14455 LINDA CHRISTENSEN	241855	04/26/2024	REIMB.ELOP PROJECT	010-26000-3-11100-10000-43000-0-0000	\$32.63
14455 LINDA CHRISTENSEN	241856	04/26/2024	REIMB.ELOP PROJECT	010-26000-3-11100-10000-43000-0-0000	\$17.16
14455 LINDA CHRISTENSEN	241725	03/28/2024	REIMB.FAIR PROJECT	010-60100-0-11100-10000-43000-0-0000	\$57.36
14455 LINDA CHRISTENSEN	241726	03/28/2024	REIMB.FAIR PROJECT	010-60100-0-11100-10000-43000-0-0000	\$34.47
14455 LINDA CHRISTENSEN	241801	04/12/2024	REIMB.MILE ASES	010-60100-0-11100-10000-43000-0-0000	\$37.58
14371 LORI SMITH	241694	03/28/2024	REFUND AFLAC	010-00000-0-00000-00000-95024-0-0000	\$91.84
12270 LOZANO SMITH	241699	03/28/2024	2212736	010-00000-0-00000-72000-58000-0-0000	\$144.38
12270 LOZANO SMITH	241700	03/28/2024	2212738	010-00000-0-00000-72000-58000-0-0000	\$57.75
12270 LOZANO SMITH	241701	03/28/2024	2212739	010-00000-0-00000-72000-58000-0-0000	\$202.12
12270 LOZANO SMITH	241702	03/28/2024	2212740	010-00000-0-00000-72000-58000-0-0000	\$837.38
14564 MADISON SUN	241857	04/26/2024	REIMB.LOTTERY	010-11000-0-11100-10000-43000-0-0000	\$200.00
14024 MATH TEACHERS PRESS, INC.	241866	04/26/2024	00051640	010-26000-3-11100-10000-43000-0-0000	\$2,403.45
14024 MATH TEACHERS PRESS, INC.	241865	04/26/2024	00051640	010-26000-3-11100-10000-58000-0-0000	\$1,000.00
14378 McKINLEY ELEVATOR CORP.	241870	04/26/2024	A175077-IN	010-81500-0-00000-81000-58000-0-0000	\$3,827.99
14378 McKINLEY ELEVATOR CORP.	241869	04/26/2024	A175092-IN	010-81500-0-00000-81000-58000-0-0000	\$626.25
13063 MICHELLE NUCKOLS	241703	03/28/2024	REIMB.GARDEN	010-07200-0-11302-10000-43000-0-0403	\$284.52
13882 MOBILE MODULAR MGT. CORP.	241762	04/05/2024	2544496	010-00000-0-00000-81000-56000-0-0000	\$640.00
13882 MOBILE MODULAR MGT. CORP.	241763	04/05/2024	2544530	010-00000-0-00000-81000-56000-0-0000	\$640.00
13882 MOBILE MODULAR MGT. CORP.	241761	04/05/2024	2544473	010-00000-0-00000-81000-56000-0-0000	\$640.00
14103 MUNOZ, JACOB	241764	04/05/2024	REIMB.LOTTERY	010-11000-0-11100-10000-43000-0-0000	\$34.99
12836 OFFICE DEPOT, INC.	241804	04/12/2024	357168729001	010-00000-0-00000-71500-43000-0-0000	\$7.95
12836 OFFICE DEPOT, INC.	241841	04/12/2024	357101383001	010-00000-0-00000-71500-43000-0-0000	\$231.60
12836 OFFICE DEPOT, INC.	241714	03/28/2024	356108189001	010-00000-0-00000-72000-43000-0-0000	\$82.21
12836 OFFICE DEPOT, INC.	241806	04/12/2024	358940724001	010-00000-0-11100-10000-43000-0-0000	\$75.31
12836 OFFICE DEPOT, INC.	241883	04/26/2024	359403898001	010-00000-0-11100-10000-43000-0-0000	\$31.85
12836 OFFICE DEPOT, INC.	241884	04/26/2024	359404069001	010-00000-0-11100-10000-43000-0-0000	\$23.65
12836 OFFICE DEPOT, INC.	241713	03/28/2024	357665546001	010-07200-0-11100-10000-43000-0-0103	\$57.05
12836 OFFICE DEPOT, INC.	241809	04/12/2024	349086206001	010-07200-0-11100-10000-43000-0-0407	\$47.17
12836 OFFICE DEPOT, INC.	241808	04/12/2024	349086206002	010-07200-0-11100-10000-43000-0-0407	\$8.30
12836 OFFICE DEPOT, INC.	241878	04/26/2024	351681075001	010-07200-0-11100-10000-43000-0-0407	\$35.98
12836 OFFICE DEPOT, INC.	241807	04/12/2024	359556740001	010-11000-0-11100-10000-43000-0-0000	\$54.66
12836 OFFICE DEPOT, INC.	241805	04/12/2024	358940724001	010-11000-0-11100-10000-43000-0-0000	\$236.28
12836 OFFICE DEPOT, INC.	241812	04/12/2024	355856309001	010-11000-0-11100-10000-43000-0-0000	\$60.93
12836 OFFICE DEPOT, INC.	241882	04/26/2024	356098012002	010-11000-0-11100-10000-43000-0-0000	\$32.27
12836 OFFICE DEPOT, INC.	241908	04/26/2024	354214261003	010-11000-0-11100-10000-43000-0-0000	\$66.21
12836 OFFICE DEPOT, INC.	241876	04/26/2024	361781445001	010-11000-0-11100-10000-43000-0-0000	\$94.38

12836 OFFICE DEPOT, INC.	241877	04/26/2024	361782711001	010-11000-0-11100-10000-43000-0-0000	\$31.19
12836 OFFICE DEPOT, INC.	241875	04/26/2024	355869531001	010-11000-0-11100-10000-43000-0-0000	\$13.45
12836 OFFICE DEPOT, INC.	241879	04/26/2024	357055056001	010-11000-0-11100-10000-43000-0-0000	\$77.26
12836 OFFICE DEPOT, INC.	241874	04/26/2024	359209279001	010-11000-0-11100-10000-43000-0-0000	\$23.39
12836 OFFICE DEPOT, INC.	241881	04/26/2024	361012591001	010-26000-3-11100-10000-43000-0-0000	\$10.76
12836 OFFICE DEPOT, INC.	241880	04/26/2024	354612386001	010-26000-3-11100-10000-43000-0-0000	\$85.32
12836 OFFICE DEPOT, INC.	241711	03/28/2024	354354373001	010-60100-0-11100-10000-43000-0-0000	\$51.57
12836 OFFICE DEPOT, INC.	241712	03/28/2024	354355554001	010-60100-0-11100-10000-43000-0-0000	\$12.92
12836 OFFICE DEPOT, INC.	241810	04/12/2024	354614974001	010-60100-0-11100-10000-43000-0-0000	\$105.31
13562 ORIENTAL TRADING CO.	241872	04/26/2024	73060383601	010-07200-0-00000-24950-43000-0-0301	\$269.37
13562 ORIENTAL TRADING CO.	241873	04/26/2024	73060383601	010-07200-0-00000-24950-43000-0-0301	\$61.75
13562 ORIENTAL TRADING CO.	241871	04/26/2024	73060383601	010-26000-3-11100-10000-43000-0-0000	\$269.38
13562 ORIENTAL TRADING CO.	241873	04/26/2024	73060383601	010-26000-3-11100-10000-43000-0-0000	\$61.75
14324 PACIFIC WESTERN BANK PAYMENTS	241842	04/23/2024	04090109152-01000	010-99900-0-00000-91000-74380-0-0000	\$18,703.47
14324 PACIFIC WESTERN BANK PAYMENTS	241842	04/23/2024	04090109152-01000	010-99900-0-00000-91000-74390-0-0000	\$52,000.00
14516 PETER SUN	241919	04/26/2024	REIMB.LOTTERY	010-11000-0-11100-10000-43000-0-0000	\$95.70
14396 S & S AG AND AUTO PARTS	241821	04/12/2024	113742	010-07230-0-00000-36000-43000-0-0000	\$40.91
14396 S & S AG AND AUTO PARTS	241822	04/12/2024	114965	010-07230-0-00000-36000-43000-0-0000	\$10.76
14396 S & S AG AND AUTO PARTS	240036	04/12/2024	115221	010-07230-0-00000-36000-43000-0-0000	(\$34.46)
14396 S & S AG AND AUTO PARTS	241828	04/12/2024	116258	010-07230-0-00000-36000-43000-0-0000	\$31.00
14396 S & S AG AND AUTO PARTS	241830	04/12/2024	116511	010-07230-0-00000-36000-43000-0-0000	\$40.54
14396 S & S AG AND AUTO PARTS	241824	04/12/2024	115216	010-07230-0-00000-36000-43000-0-0000	\$34.46
14396 S & S AG AND AUTO PARTS	241823	04/12/2024	115171	010-07230-0-00000-36000-43000-0-0000	\$76.41
14396 S & S AG AND AUTO PARTS	241825	04/12/2024	115516	010-07230-0-00000-36000-43000-0-0000	\$5.17
14396 S & S AG AND AUTO PARTS	240037	04/12/2024	116616	010-07230-0-00000-36000-43000-0-0000	(\$32.89)
14396 S & S AG AND AUTO PARTS	241826	04/12/2024	115584	010-07230-0-00000-36000-43000-0-0000	\$152.16
14396 S & S AG AND AUTO PARTS	241827	04/12/2024	115858	010-07230-0-00000-36000-43000-0-0000	\$107.73
14396 S & S AG AND AUTO PARTS	241829	04/12/2024	116282	010-07230-0-00000-36000-43000-0-0000	\$19.14
14586 SANDRA ARIAS FLORES	241915	04/26/2024	STC	010-90336-0-11100-10000-52000-0-0000	\$70.85
13548 SCHOLASTIC BOOK FAIRS - 10	241896	04/26/2024	W5500335BF	010-26000-3-11100-10000-43000-0-0000	\$885.97
14308 SHI INTERNATIONAL CORP	241831	04/12/2024	B18075001	010-07200-0-11100-24900-58000-0-0102	\$15,528.80
14308 SHI INTERNATIONAL CORP	241895	04/26/2024	B18185431	010-07200-0-11100-24900-58000-0-0102	\$4,272.44
14111 SISC	241746	04/05/2024	APRIL HW RET.BRD.ACT	010-00000-0-00000-00000-95024-0-0000	\$80,770.29
14111 SISC	241745	04/05/2024	APRIL HW RET.BRD.ACT	010-00000-0-00000-00000-95028-0-0000	\$2,073.50
14111 SISC	241744	04/05/2024	APRIL HW RET.BRD.ACT	010-00000-0-00000-71000-34020-0-0000	\$8,071.65
14392 SOLIAN, CHERIE	241891	04/26/2024	REIMB.DANCE	010-07200-0-00000-24950-43000-0-0301	\$88.30
5388 SOUTHERN CAL GAS	241721	03/28/2024	108 416 9100 8	010-00000-0-00000-81000-55000-0-0000	\$2,137.57
5388 SOUTHERN CAL GAS	241892	04/26/2024	108 416 9100 8	010-00000-0-00000-81000-55000-0-0000	\$1,147.53
5383 SOUTHERN CALIF EDISON CO	241766	04/05/2024	700140798877	010-99900-0-00000-81000-55000-0-0000	\$6,800.83
5383 SOUTHERN CALIF EDISON CO	241767	04/05/2024	700142519619	010-99900-0-00000-81000-55000-0-0000	\$183.18
5383 SOUTHERN CALIF EDISON CO	241894	04/26/2024	700142519619	010-99900-0-00000-81000-55000-0-0000	\$482.67
5383 SOUTHERN CALIF EDISON CO	241893	04/26/2024	700140798877	010-99900-0-00000-81000-55000-0-0000	\$9,519.76
13902 SOUTHWEST SCH. & OFFICE SUPPLY	240038	04/12/2024	6000570724	010-00000-0-11100-10000-43000-0-0000	(\$11.29)
13902 SOUTHWEST SCH. & OFFICE SUPPLY	241837	04/12/2024	6001130590	010-00000-0-11100-10000-43000-0-0000	\$84.53
13902 SOUTHWEST SCH. & OFFICE SUPPLY	241838	04/12/2024	6001130591	010-00000-0-11100-10000-43000-0-0000	\$452.43
13902 SOUTHWEST SCH. & OFFICE SUPPLY	241839	04/12/2024	6000583354	010-00000-0-11100-10000-43000-0-0000	\$48.33
14259 STATE WATER RESOURCES CTRL BD	241728	03/28/2024	SW-0278831	010-00000-0-00000-81000-58000-0-0000	\$600.00
13130 SYSCO FOOD SERVICES	241889	04/26/2024	484017252	010-26000-3-11100-10000-43000-0-0000	\$46.02
13130 SYSCO FOOD SERVICES	241887	04/26/2024	484008853	010-26000-3-11100-10000-43000-0-0000	\$317.24
13130 SYSCO FOOD SERVICES	241886	04/26/2024	484017254	010-41270-3-11100-10000-43000-0-0000	\$1,119.87
13130 SYSCO FOOD SERVICES	241770	04/05/2024	384982828	010-60100-0-11100-10000-43000-0-0000	\$947.91
13366 TAMARA MORTON	241720	03/28/2024	REIMB 4TH GR FIELD T	010-07200-0-11100-10000-43000-0-0107	\$56.40
13366 TAMARA MORTON	241719	03/28/2024	REIMB 4TH GR FIELD T	010-07200-0-11100-10000-58000-0-0107	\$110.00
14369 THE HOME DEPOT PRO	241715	03/28/2024	792777591	010-81500-0-00000-81000-43000-0-0000	\$821.74

14369 THE HOME DEPOT PRO	241716	03/28/2024	792022600	010-81500-0-00000-81000-43000-0-0000	\$599.27
14369 THE HOME DEPOT PRO	241717	03/28/2024	791107881	010-81500-0-00000-81000-43000-0-0000	\$320.02
14369 THE HOME DEPOT PRO	241909	04/26/2024	798667242	010-81500-0-00000-81000-43000-0-0000	\$1,856.07
14369 THE HOME DEPOT PRO	241918	04/26/2024	798152036	010-81500-0-00000-81000-43000-0-0000	\$57.02
13985 TIFFANI BENEDETTI	241693	03/28/2024	REFUND AFLAC	010-00000-0-00000-00000-95024-0-0000	\$63.96
12264 TIPTON AUTO PARTS	241897	04/26/2024	69259	010-81500-0-00000-81000-43000-0-0000	\$47.86
12264 TIPTON AUTO PARTS	241898	04/26/2024	69494	010-81500-0-00000-81000-43000-0-0000	\$124.41
12264 TIPTON AUTO PARTS	241899	04/26/2024	69953	010-81500-0-00000-81000-43000-0-0000	\$73.46
12264 TIPTON AUTO PARTS	240041	04/26/2024	69954	010-81500-0-00000-81000-43000-0-0000	(\$9.00)
12264 TIPTON AUTO PARTS	241900	04/26/2024	70170	010-81500-0-00000-81000-43000-0-0000	\$24.76
12264 TIPTON AUTO PARTS	241901	04/26/2024	70331	010-81500-0-00000-81000-43000-0-0000	\$22.36
12264 TIPTON AUTO PARTS	241902	04/26/2024	70357	010-81500-0-00000-81000-43000-0-0000	\$705.14
12264 TIPTON AUTO PARTS	241903	04/26/2024	70421	010-81500-0-00000-81000-43000-0-0000	\$43.09
12264 TIPTON AUTO PARTS	241904	04/26/2024	70548	010-81500-0-00000-81000-43000-0-0000	\$72.17
5760 TIPTON COMMUNITY SERVICES DIST	241771	04/05/2024	10040002	010-00000-0-00000-81000-55000-0-0000	\$532.02
14414 T-MOBILE USA INC.	241834	04/12/2024	987306951	010-00000-0-00000-81000-59000-0-0000	\$599.10
14426 TRAFERA, LLC	241718	03/28/2024	1000972159	010-26000-3-11100-10000-43000-0-0000	\$6,729.94
13605 TULARE CO. OFFICE OF EDUCATION	241772	04/05/2024	242291	010-07200-0-11100-10000-58000-0-0405	\$160.00
13605 TULARE CO. OFFICE OF EDUCATION	241906	04/26/2024	242718	010-30100-4-11100-10000-58000-0-0000	\$6,250.00
13605 TULARE CO. OFFICE OF EDUCATION	241907	04/26/2024	242718	010-30100-4-11100-10000-58000-0-0000	\$1,562.50
13463 TULARE COUNTY OFFICE OF EDUCAT	241905	04/26/2024	242461	010-00000-0-00000-71000-58000-0-0000	\$125.00
13463 TULARE COUNTY OFFICE OF EDUCAT	241773	04/05/2024	242204	010-40350-3-11100-24900-58000-0-0000	\$3,000.00
13463 TULARE COUNTY OFFICE OF EDUCAT	241774	04/05/2024	242106	010-40350-3-11100-24900-58000-0-0000	\$1,200.00
12324 TULE TRASH COMPANY	241777	04/05/2024	305563	010-00000-0-00000-81000-55000-0-0000	\$1,195.70
14424 U.S. BANK EQUIPMENT FINANCE	241781	04/05/2024	525649612	010-00000-0-00000-72000-58000-0-0000	\$772.81
14424 U.S. BANK EQUIPMENT FINANCE	241782	04/05/2024	525649612	010-00000-0-11100-10000-58000-0-0000	\$2,318.46
14557 UBEO BUSINESS SERVICES	241835	04/12/2024	4462359	010-00000-0-00000-81000-58000-0-0000	\$30.00
12650 VALLEY FOOD SERVICE	241910	04/26/2024	437445	010-26000-3-11100-10000-43000-0-0000	\$549.70
12906 VALLEY IND MEDICAL GROUP	241912	04/26/2024	512390	010-07230-0-00000-36000-58000-0-0000	\$115.00
13496 VALLEY PACIFIC PET. SERV., INC	241776	04/05/2024	24-770441	010-07230-0-00000-36000-43000-0-0000	\$1,039.77
13496 VALLEY PACIFIC PET. SERV., INC	241836	04/12/2024	24-772968	010-07230-0-00000-36000-43000-0-0000	\$1,137.43
13496 VALLEY PACIFIC PET. SERV., INC	241913	04/26/2024	24-776519	010-07230-0-00000-36000-43000-0-0000	\$1,029.76
14588 VIA TRAILWAYS	241775	04/05/2024	39599	010-26000-3-11100-10000-58000-0-0000	\$10,013.70
14540 VISALIA RAWHIDE	241853	04/26/2024	4.16.24	010-07200-0-11100-10000-43000-0-0201	\$504.00
14228 YESENIA MENDOZA	241765	04/05/2024	REIMB.ASES MILAGE	010-60100-0-11100-10000-52000-0-0000	\$165.49
14429 YOUNG CASSANDRA	241854	04/26/2024	REIMB.MILEAGE.MEALS	010-00000-0-00000-72000-52000-0-0000	\$536.43

010-General Fund Total Expenditures:

\$491,705.60

14101 B&B PEST CONTROL SERVICE	241755	04/05/2024	01-TIP-02-24	130-53100-0-00000-37000-58000-0-0000	\$40.00
14101 B&B PEST CONTROL SERVICE	241849	04/26/2024	01-TIP-03-24	130-53100-0-00000-37000-58000-0-0000	\$40.00
14498 CINTAS	241757	04/05/2024	5203917740	130-53100-0-00000-37000-43000-0-0000	\$62.93
14498 CINTAS	241787	04/12/2024	5205562054	130-53100-0-00000-37000-43000-0-0000	\$17.00
12921 GOLD STAR FOODS INC.	241697	03/28/2024	7221050	130-53100-0-00000-37000-47000-0-0000	\$161.56
12921 GOLD STAR FOODS INC.	241708	03/28/2024	7226524	130-53100-0-00000-37000-47000-0-0000	\$203.70
12921 GOLD STAR FOODS INC.	241706	03/28/2024	7267417	130-53100-0-00000-37000-47000-0-0000	\$77.59
12921 GOLD STAR FOODS INC.	241707	03/28/2024	7220996	130-53100-0-00000-37000-47000-0-0000	\$303.70
12921 GOLD STAR FOODS INC.	241790	04/12/2024	7263280	130-53100-0-00000-37000-47000-0-0000	\$321.16
12921 GOLD STAR FOODS INC.	241791	04/12/2024	7263458	130-53100-0-00000-37000-47000-0-0000	\$246.25
12921 GOLD STAR FOODS INC.	241792	04/12/2024	7316247	130-53100-0-00000-37000-47000-0-0000	\$19.84
12921 GOLD STAR FOODS INC.	241863	04/26/2024	7316208	130-53100-0-00000-37000-47000-0-0000	\$191.52
12921 GOLD STAR FOODS INC.	241864	04/26/2024	7316236	130-53100-0-00000-37000-47000-0-0000	\$319.37
12921 GOLD STAR FOODS INC.	241860	04/26/2024	7316242	130-53100-0-00000-37000-47000-0-0000	\$237.65
12921 GOLD STAR FOODS INC.	241861	04/26/2024	7281781	130-53100-0-00000-37000-47000-0-0000	\$1,899.62
12921 GOLD STAR FOODS INC.	241862	04/26/2024	7324983	130-53100-0-00000-37000-47000-0-0000	\$233.04

12921 GOLD STAR FOODS INC.	241789	04/12/2024	7296435	130-53100-0-00000-37000-58000-0-0000	\$37.05
14560 IMPERIAL DADE	241710	03/28/2024	16140157	130-53100-0-00000-37000-43000-0-0000	\$507.54
12836 OFFICE DEPOT, INC.	241811	04/12/2024	358197793001	130-53100-0-00000-37000-43000-0-0000	\$76.73
14427 R & L CROW DISTRIBUTING	241813	04/12/2024	4.2.24	130-53100-0-00000-37000-47000-0-0000	\$1,226.30
14427 R & L CROW DISTRIBUTING	241814	04/12/2024	3.28.24	130-53100-0-00000-37000-47000-0-0000	\$768.38
14427 R & L CROW DISTRIBUTING	241815	04/12/2024	3.19.24	130-53100-0-00000-37000-47000-0-0000	\$383.00
14427 R & L CROW DISTRIBUTING	241816	04/12/2024	3.15.24	130-53100-0-00000-37000-47000-0-0000	\$635.00
14427 R & L CROW DISTRIBUTING	241817	04/12/2024	3.11.24	130-53100-0-00000-37000-47000-0-0000	\$1,116.19
14427 R & L CROW DISTRIBUTING	241819	04/12/2024	3.4.2024	130-53100-0-00000-37000-47000-0-0000	\$877.82
14427 R & L CROW DISTRIBUTING	241820	04/12/2024	3.1.24	130-53100-0-00000-37000-47000-0-0000	\$512.76
14427 R & L CROW DISTRIBUTING	241818	04/12/2024	3.8.24	130-53100-0-00000-37000-47000-0-0000	\$67.64
14357 SANCHEZ CONNIE	241696	03/28/2024	REIMB.CAFE FOOD	130-53100-0-00000-37000-47000-0-0000	\$14.97
14357 SANCHEZ CONNIE	241922	04/26/2024	REIMB.CAFE FOOD	130-53100-0-00000-37000-47000-0-0000	\$13.59
13130 SYSCO FOOD SERVICES	241768	04/05/2024	384974563	130-53100-0-00000-37000-47000-0-0000	\$495.98
13130 SYSCO FOOD SERVICES	241769	04/05/2024	384982829	130-53100-0-00000-37000-47000-0-0000	\$1,773.90
13130 SYSCO FOOD SERVICES	240032	04/05/2024	384984029	130-53100-0-00000-37000-47000-0-0000	(\$42.92)
13130 SYSCO FOOD SERVICES	240033	04/05/2024	384984030	130-53100-0-00000-37000-47000-0-0000	(\$85.84)
13130 SYSCO FOOD SERVICES	240034	04/05/2024	384984031	130-53100-0-00000-37000-47000-0-0000	(\$91.56)
13130 SYSCO FOOD SERVICES	240035	04/05/2024	384988462	130-53100-0-00000-37000-47000-0-0000	(\$0.08)
13130 SYSCO FOOD SERVICES	241832	04/12/2024	484000562	130-53100-0-00000-37000-47000-0-0000	\$462.85
13130 SYSCO FOOD SERVICES	241833	04/12/2024	484000561	130-53100-0-00000-37000-47000-0-0000	\$2,948.44
13130 SYSCO FOOD SERVICES	241890	04/26/2024	484017252	130-53100-0-00000-37000-47000-0-0000	\$2,261.15
13130 SYSCO FOOD SERVICES	240040	04/26/2024	484019479	130-53100-0-00000-37000-47000-0-0000	(\$380.25)
13130 SYSCO FOOD SERVICES	241923	04/26/2024	484017253	130-53100-0-00000-37000-47000-0-0000	\$169.77
13130 SYSCO FOOD SERVICES	241888	04/26/2024	484008852	130-53100-0-00000-37000-47000-0-0000	\$3,002.29
13130 SYSCO FOOD SERVICES	240039	04/26/2024	484011284	130-53100-0-00000-37000-47000-0-0000	(\$6.63)
12324 TULE TRASH COMPANY	241778	04/05/2024	305562	130-53100-0-00000-81000-55000-0-0000	\$1,271.82
12650 VALLEY FOOD SERVICE	241911	04/26/2024	437445	130-53100-0-00000-37000-47000-0-0000	\$1,376.35

130-Cafeteria Fund Total Expenditures: \$23,767.17

14576 DC INSPECTIONS, INC.	241760	04/05/2024	23425-01	356-78100-0-00000-85000-62000-0-0000	\$12,580.00
14011 KIRK PURCARO	241747	04/05/2024	DSA#02-121239	356-78100-0-00000-85000-62000-0-0000	\$6,460.00
13607 MANGINI ASSOCIATES, INC.	241779	04/05/2024	14552	356-78100-0-00000-85000-62000-0-0000	\$7,121.40
14587 MISSION BANK	241749	04/05/2024	9001654	356-78100-0-00000-85000-62000-0-0000	\$12,513.25
14587 MISSION BANK	241748	04/05/2024	9001654	356-78100-0-00000-85000-62000-0-0000	\$17,544.88
14266 ORAL E. MICHAM INC	241750	04/05/2024	PAYMENT #2	356-78100-0-00000-85000-62000-0-0000	\$237,751.55
14266 ORAL E. MICHAM INC	241751	04/05/2024	PAYMENT #3	356-78100-0-00000-85000-62000-0-0000	\$333,352.16

356-County School Facilities Fund (Kinder Facilities): \$627,323.24

Total Payments \$1,142,796.01

6. INFORMATION: (Verbal Reports & Presentations)

6.2 California Healthy Kids Survey

California Healthy Kids Survey

2023-2024 School Year

Survey Sample

- 92% of 6th grade and 96% of 7th grade students participated in the survey
- 63% of 6th grade student speak Spanish at home and 67% of 7th graders

School Performance, Engagement and Supports

- 50% of sixth graders and 62% of seventh graders felt that they had caring adult relationships in school
- 72% of sixth graders and 62% of seventh graders feel connected to school
- 49% of sixth graders and 64% of seventh graders feel that they have an adult that really listens to them when they have something to say
- 25% of sixth graders and 27% of seventh graders feel that they experience meaningful participation at school
- 61% of seventh graders feel safe in school

Social and Emotional Health

- 29% of sixth graders and 36% of seventh graders feel chronically sad or hopeless in the past six months
- 23% of sixth graders and 15% of seventh graders have seriously considered suicide in the past 12 months
- 25% of sixth graders and 31% of seventh graders feel emotional distress

School Violence, Victimization, and Safety

- 22% of sixth graders and 7% of seventh graders have been in a physical fight, one to four or more times
- 2% of seventh graders have carried a gun on school property at least one time and 2% four or more times
- 6% of sixth graders and 4% of seventh graders have carried other weapon such as a knife or club at least one time
- 10% of sixth graders and 16% of seventh graders have been threatened with injury or harm at least once
- 6% of sixth graders and 11% of seventh graders have been threatened or injured with a weapon, one to four or more times
- 21% of sixth graders and 13% of seventh graders have seen someone carrying a gun, knife, or other weapon on school property in the past 12 months, one to four or more times.

Alcohol and Other Drug Use

- 16% of sixth graders and 11% of seventh graders have used alcohol in their lifetime
- 10% of sixth graders and 2% of seventh graders have used inhalants
- 2% of sixth graders and 2% of seventh graders have used other drugs to get high three or more days on campus
- 10% of sixth graders and 10% of seventh graders say that it is fairly easy to get marijuana or other drugs to get high
- 10% of sixth graders and 13% of seventh graders admit to using tobacco or vaping at least once off campus

7. ANY OTHER BUSINESS:

7.1 Quarterly Board Policy - March 2024

Bylaw 9320: Meetings And Notices

Status: DRAFT

Original Adopted Date: 02/03/2009 | **Last Revised Date:** 05/02/2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with applicable open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide the opportunity for members of the public to directly address the Board. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

In accordance with law and as specified in Board Bylaw 9012 - Board Member Electronic Communications, a majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, the Superintendent or designee may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. Notice of the procedure for receiving and resolving such requests for accommodation shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Regular Meetings

Unless otherwise determined by the Board, the Board shall hold one regular meeting(s) each month starting at 7:00 p.m. on the first Tuesday of the month at Tipton Elementary District Board Room at 370 N Evans Rd. Tipton, CA 93272

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's website. (Government Code 54954.2)

Consistent with Government Code 54957.5 and Board Bylaw 9322 - Agenda/Meeting Materials, whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. The records shall be posted on the district website at the time the materials are distributed to all or a majority of the Board if distributed outside of business hours.

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members on any topic within the subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2 - Actions by the Board. (Government Code 54956)

At least 24 hours before the time of the meeting, written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice

also shall be posted on the district's website, and, at least 24 hours before the time of the meeting, in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. (Government Code 54956.5)

The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

An *emergency* means a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

A *dire emergency* means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and location and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment/continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the location where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public. The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships. Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 - Board Committees, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person that are not part of a series of communications prohibited by the Brown Act are permitted. (Government Code 54952.2)

Location of Meetings

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for

Superintendent of the district

10. Interview a potential employee from another district

All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities, or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

If a fire, flood, earthquake, or other emergency renders the posted regular or special meeting location unsafe and the deadline for posting the location has passed, the meeting shall be held at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of meetings pursuant to Government Code 54956 by the most rapid available means of communication.

Traditional Teleconferencing

A Board member may participate in any meeting by teleconference, which includes both audio or video/audio so long as the following conditions are met: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency
3. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as others members of the public from the same location as the Board member participating by teleconference
4. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting
5. At least a quorum of the members is within the district boundaries.

Teleconferencing by Individual Board Member Due to Just Cause

Until January 1, 2026, when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda

3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

A Board member shall be permitted to participate by teleconference for just cause for no more than two meetings per calendar year. (Government Code 54953)

For purposes of this section, "just cause" may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

Teleconferencing by Individual Board Member Due to Emergency Circumstances

Until January 1, 2026, when a physical or family medical emergency would prevent a Board member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible and include a concise general description of the emergency that necessitated the request. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board shall not take action on any agenda item until the disruption is resolved. (Government Code 54953)

In total, a Board member may not participate by teleconference due to emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely due to emergency circumstances for more than two meetings. (Government Code 54953)

Teleconference Meetings During a Proclaimed State of Emergency

The Board may conduct a Board meeting entirely by teleconference during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. For the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency
2. When the Board has been determined, pursuant to Item #1 above, that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by teleconference during a proclaimed state of emergency without: (Government Code 54953):

1. Including the location of Board members in the agenda
2. Making the locations of Board members open and accessible to the public
3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

3. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to register to do so. (Government Code 54953)

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person. (Government Code 54953)

Bylaw 9323.2: Actions By The Board

Status: DRAFT

Original Adopted Date: 06/06/2019

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

The Board may take action on a subject not appearing on the posted meeting agenda only after publicly identifying the item and if any one of the following conditions are met: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

Challenging Board Actions

Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation to the district. If the district receives a proper demand from the district attorney's office or any interested person to "cure and correct" an alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. (Government Code 54960-54960.5)

Exhibit 9323.2-E(1): Actions By The Board

Status: DRAFT

Original Adopted Date: Pending

RESTRICTIONS ON BOARD ACTIONS

This exhibit is a non-exhaustive list of the Governing Board actions that require more than a majority vote as well as restrictions and prohibitions on when the Board may take certain actions. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Membership of the Board

1. Resolution declaring the Board's intention to sell or lease real property (Education Code 17466)
2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district so long the proposed use of property is not for nonclassroom facilities (Government Code 53094)
7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)
8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. Decision to pursue the authorization and issuance of general obligation bonds pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution (Education Code 15266)
10. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)
11. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an emergency facilities condition without giving notice for bids to award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

Actions Requiring a Four-Fifths Vote of the Membership of the Board

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823, 53824)
3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)
4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)
5. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

1. Approval of the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

Actions Requiring a Unanimous Vote of the Membership of the Board

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510, 17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Actions Requiring a Unanimous Vote of the Board Members Present at the Meeting

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

Actions Required to Occur During a Regular Board Meeting

1. Termination of the Superintendent or an assistant superintendent without cause (Education Code 35150)
2. Discussion or action regarding the contract, salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1 (Government Code 54956)

Prohibitions on Certain Board Actions

1. Termination of the Superintendent or an assistant superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)
 2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice
-

Regulation 4112.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 06/07/2005

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Exhibit 4112.5-E(1): Criminal Record Check

Status: DRAFT

Original Adopted Date: Pending

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of Tipton Elementary School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)
- Civil Code 1798.53, Invasion of Privacy
- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Policy 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 02/05/2019 | **Last Revised Date:** 03/07/2023

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by the Superintendent or designee in accordance with Education Code 32281. In developing such strategies, the Superintendent or designee shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents need not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Regulation 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 02/05/2019 | **Last Revised Date:** 03/07/2023

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting, if available: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

After the first evaluation or review is conducted, and after each annual evaluation or review, a school employee, a student's parent/guardian or educational rights holder, or a student may bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive school safety plan to the principal. (Education Code 32282)

If the principal determines there is merit to a concern, the principal shall direct the school site council or school safety planning committee, to make appropriate modifications to the comprehensive school safety plan during the evaluation of the comprehensive safety plan. The principal may direct the school site council or the school safety planning committee to make such modifications before the evaluation, as appropriate. (Education Code 32282)

Content of the Comprehensive Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973
 - b. An earthquake emergency procedure system in accordance with Education Code 32282
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions
11. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school.
12. For schools that serve students in any of grades 7-12, a protocol in the event a student is suffering or is reasonably believed to be suffering from an opioid overdose

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment

4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
5. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
6. Provision of safety materials and emergency communications in language(s) understandable to parents/guardians
7. Annual notification to parents/guardians related to the safe storage of firearms
8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
10. District policy prohibiting the possession of firearms and ammunition on school grounds
11. Measures to prevent or minimize the influence of gangs on campus
12. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content
14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity
16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
 - a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
 - b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
 - c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
17. Strategies for suicide prevention and intervention
18. District policy and/or plan related to pandemics
19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
20. Crisis prevention and intervention strategies, which may include the following:
 - a. Identification of possible crises that may occur, determination of necessary tasks that need to be

addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

- b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
 - c. Assignment of staff members responsible for each identified task and procedure
 - d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
 - e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media
 - f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders
 - g. Development of a method for the reporting of violent incidents
 - h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the comprehensive safety plan
22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible
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Policy 3516: Emergencies And Disaster Preparedness Plan

Status: DRAFT

Original Adopted Date: 06/12/2018

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, the Superintendent shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Regulation 3516: Emergencies And Disaster Preparedness Plan

Status: DRAFT

Original Adopted Date: 06/12/2018

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak
8. Attack or threat of attack to the district's digital network and technology infrastructure

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities
2. Routine monitoring of the security of the district's digital network and technology infrastructure
3. Instruction for district staff and students regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff
4. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid
5. Personal safety and security, including:
 - a. Identification of areas of responsibility for the supervision of students
 - b. Procedures for the evacuation of students and staff, including posting of evacuation routes

- c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible
 - d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety
 - e. Provision of a first aid kit to each classroom
 - f. Arrangements for students and staff with special needs
 - g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease
6. Closure of schools, including an analysis of:
- a. The impact on student learning and methods to ensure continuity of instruction
 - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians
7. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
- a. Identification of spokesperson(s)
 - b. Development and testing of communication platforms, such as hotlines, automatic dialing devices, telephone trees, websites, social media, and electronic notifications
 - c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
 - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
8. Cooperation with other state and local agencies, including:
- a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease
9. Steps to be taken after the disaster or emergency, including:
- a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed
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Policy 3550: Food Service/Child Nutrition Program

Status: DRAFT

Original Adopted Date: 01/09/2007 | **Last Revised Date:** 09/06/2022

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's website, social media, flyers, and school publications.

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and providing plant-based or restricted diet food options for students.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals, positively impact students' knowledge related to food and nutrition, support the district's nutrition education program, and increase students' consumption of these foods and participation in school meals.

Students shall be allowed adequate time and space to eat meals. (Education Code 49501.5)

To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to

reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by CDE.

Regulation 3550: Food Service/Child Nutrition Program

Status: DRAFT

Original Adopted Date: 10/02/2012 | **Last Revised Date:** 09/06/2022

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49501.5, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.7)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Policy 3551: Food Service Operations/Cafeteria Fund

Status: DRAFT

Original Adopted Date: 05/03/2018 | **Last Revised Date:** 09/06/2022

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

At the Board's discretion, district funds other than the cafeteria fund may be used for the purchase of school meals.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

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

Meal Sales

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431, 49501.5)

As permitted by law, adult meals and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49431, 49501.5)

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

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

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

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

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

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

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

Contracts with Outside Services

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

Procurement of Foods, Equipment, and Supplies

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

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and to providing plant-based or restricted diet food options for students.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

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

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

Program Monitoring and Evaluation

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

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: DRAFT

Original Adopted Date: 05/03/2018 | **Last Revised Date:** 09/06/2022

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's website

Reimbursement Claims

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

Minimizing Food Waste and Reducing Food Insecurity

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

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

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

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

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

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

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

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

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

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

Contracts with Outside Services

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

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

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

Policy 3553: Free And Reduced Price Meals

Status: DRAFT

Original Adopted Date: 05/03/2018 | **Last Revised Date:** 09/06/2022

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

Each school day, the district shall make available, free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards, as specified in law and district-adopted guidelines.

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

Confidentiality/Release of Records

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

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

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

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

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

formula (LCFF) calculations. (Education Code 49558)

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

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

Regulation 3553: Free And Reduced Price Meals

Status: DRAFT

Original Adopted Date: 05/03/2018

Applications

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

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520, 49557; 42 USC 1758; 7 CFR 245.5)

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

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

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

Eligibility

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

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

Verification of Eligibility

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

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

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

If, as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

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

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Resource Teacher

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released
3. All other confidentiality provisions required by law are met
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law
 2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means
 3. The students shall not be required to work for their meals
 4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time
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Policy 4111: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 05/03/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

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

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

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

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

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

Incentives

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

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 03/01/2022 | **Last Revised Date:** 12/13/2022

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, suspension or leave without pay, or dismissal.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during

the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 03/01/2022 | **Last Revised Date:** 12/13/2022

Causes for Suspension or Dismissal

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists. (Education Code 44934, 44934.1)
2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)

4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision upholding suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons if proper notice is provided by March 15 of the employee's second, complete, consecutive year of employment. (Education Code 44929.21, 44929.23)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.
2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.
3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than

10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

Policy 4140: Bargaining Units

Status: DRAFT

Original Adopted Date: 12/05/2017 | **Last Revised Date:** 10/03/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all

new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the

information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 06/07/2005 | **Last Revised Date:** 01/12/2021

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
 2. Instituting proceedings or causing proceedings to be instituted
 3. Testifying with regard to employee safety or health
 4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
 5. Requesting access to injury or illness reports and records
 6. Exercising any other right protected by the Occupational Safety and Health Act
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Regulation 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 06/07/2005 | **Last Revised Date:** 01/12/2021

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:
 - a. To all new employees
 - b. To all employees given new job assignments for which training has not previously been received
 - c. Whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard
 - d. Whenever the district is made aware of a new or previously unrecognized hazard
 - e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed
8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified by law, the Superintendent or

designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness
3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Policy 5126: Awards For Achievement

Status: DRAFT

Original Adopted Date: 08/04/2015 | **Last Revised Date:** 04/06/2021

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, artistic, extracurricular, athletic, and community service activities.

No fee or other cost shall be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards.

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or monetary gift. The Board shall establish a budget for this purpose. (Education Code 44015)

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, students whose academic achievements in core curriculum areas have been outstanding shall receive special recognition.

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

State Seal of Biliteracy

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English, as specified in the accompanying administrative regulation. (Education Code 51460-51464).

District Awards for Biliteracy

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

State Seal of Civic Engagement

The Superintendent or designee shall present the State Seal of Civic Engagement to each 11th or 12th grade student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51475)

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

Scholarship and Loan Fund

The Board shall establish and maintain a scholarship and loan fund which shall be used to provide interest-free loans

for educational advancement, scholarship, and/or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes as specified in Board Policy 3290 - Gifts, Grants and Requests. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Regulation 5126: Awards For Achievement

Status: DRAFT

Original Adopted Date: 08/04/2015 | **Last Revised Date:** 04/06/2021

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, staff members, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

Individual awards in excess of \$200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and shall demonstrate mastery of the curriculum in mathematics, English language arts, science, U.S. history, and two other subject matter areas selected by the student by meeting at least one of the following criteria for each subject: (Education Code 51451, 51452; 5 CCR 876)

1. Mathematics and English language arts
 - a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
 - b. An achievement level of "Standard Met" or above for the high school Smarter Balanced Summative Assessment
2. Science
 - a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
 - b. An achievement level of "Standard Met" or above for the high school California Science Test taken in grade 10 or 11
3. U.S. history
 - a. A grade of at least B or the numerical equivalent in the required U.S. history course each semester
 - b. A qualifying score that demonstrates mastery of the subject as determined by the district for an exam produced by a private provider or the district
4. Two additional subject areas of the student's choosing
 - a. Any additional qualifying grade or score listed above, earned for the subject of English language arts, mathematics, science, or U.S. history not already used to meet eligibility
 - b. A grade of at least B or the numerical equivalent upon completion of high school courses in other subjects
 - c. A qualifying score that demonstrates mastery of other subjects, as determined by the district, for an exam produced by a private provider or the district

The Superintendent or designee shall maintain appropriate records to identify students who have earned the Golden State Seal Merit Diploma and shall affix an insignia to the high school diploma and transcript of each such student. (Education Code 51454)

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow for processing of the request prior to the high school graduation ceremony.

State Seal of Biliteracy

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate a high level of proficiency in English and at least one other language, which may include American Sign Language. (Education Code 51461)

Proficiency in English shall be demonstrated by meeting one of the following state-established criteria: (Education Code 51461)

1. Completion of all English language arts requirements for graduation with an overall grade point average of at least 3.0 in those classes or completion of one or more English language arts courses at a public higher education institution or an independent institution of higher education, as described in Education Code 66010, with a grade equivalent to a grade point average of 3.0 or above
2. Passage of the California Assessment of Student Performance and Progress for English language arts, or any successor test, administered in grade 11, at or above the "Standard Met" achievement level
3. Passage of an English Advanced Placement (AP) exam with a score of 3 or higher or an English International Baccalaureate (IB) exam with a score of 4 or higher
4. Achievement of a score of 480 or higher on the Evidence-Based Reading and Writing section of the Scholastic Aptitude Test (SAT)

Proficiency in one or more languages other than English shall be demonstrated through one of the following requirements: (Education Code 51461)

1. Passage of a world language AP exam with a score of 3 or higher, a world language IB exam with a score of 4 or higher, or a world language American Council on the Teaching of Foreign Languages (ACTFL) Writing Proficiency Test (WPT) and an Oral Proficiency Interview (OPI) with scores of Intermediate Mid or higher
2. Successful completion of a four-year course of study of content in a world language at a high school or higher level, attaining an overall grade point average of at least 3.0 in that course of study, and oral proficiency in the language comparable to that required in Item #1 above, successful completion of high school level courses completed in another country in a language other than English with the equivalent of an overall grade point average of 3.0 or above, as verified through a transcript, or completion of one or more world language courses at a public higher education institution or an independent institution of higher education as described in Education Code 66010, with a grade equivalent to a grade point average of at least 3.0 and oral proficiency in the language comparable to that specified in Item #1 above, as verified through a transcript
3. If no AP exam or off-the-shelf language test exists, passage of a district language exam that can be certified to meet the rigor of a four-year high school course of study in a given language, and that, at a minimum, assesses speaking, reading, and writing in a language other than English at the proficient level or higher
4. If a language is not characterized by listening, speaking, or reading, or for which there is no written system, passage of an assessment on the modalities that characterize communication in that language at the proficient level or higher

To be eligible to receive the State Seal of Biliteracy, a student who is an English learner shall, in addition to demonstrating proficiency in English and one or more languages other than English through one of the accomplishments specified above, attain an Oral Language composite score of level 4 on the English Language Proficiency Assessments for California, or any successor English oral language proficiency assessment. (Education Code 51461)

The Superintendent or designee shall maintain appropriate records to identify high school students who have earned the State Seal of Biliteracy and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51463)

State Seal of Civic Engagement

To be eligible to receive the State Seal of Civic Engagement, a student shall meet district requirements for all of the following state-established criteria:

1. Be engaged in academic work in a productive way
2. Demonstrate a competent understanding of U.S. and California Constitutions, functions and governance of local governments, tribal government structures and organizations, the role of the citizen in a constitutional democracy, and democratic principles, concepts, and processes
3. Participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts
4. Demonstrate civic knowledge, skills, and dispositions through self-reflection
5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society

The Superintendent or designee shall maintain appropriate records to identify students who have earned the State Seal of Civic Engagement and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51473)

Scholarship and Loan Fund

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, State Seal of Civic Engagement, and/or any district awards programs to students at the applicable grade levels.

Policy 5144: Discipline

Status: DRAFT

Original Adopted Date: 02/05/2019

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and responding appropriately to student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for responding to student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

A student shall not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. If, due to such immediate threat, a student is denied recess, staff shall make all reasonable efforts to resolve the threat and minimize the student's exclusion from recess, to the greatest extent practicable. (Education Code 49056)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

At all times, the safety of students and staff, providing interventions and supports to students, as well as the maintenance of an orderly school environment, shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate support and/or discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee may report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Regulation 5144: Discipline

Status: DRAFT

Original Adopted Date: 02/05/2019 | **Last Revised Date:** 05/02/2023

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension, supervised suspension, or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program (IEP) or a Section 504 plan
5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
11. Detention after school hours as provided in the section below entitled "Detention After School"
12. Community service as provided in the section below entitled "Community Service"
13. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

14. Reassignment to an alternative educational environment
15. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

When a student has been suspended, or other means of correction have been implemented against the student, for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to parents/guardians of transfer students at the time of their enrollment in the district.

Policy 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 02/03/2009

The Governing Board recognizes the importance of having students observe holidays, celebrate events of cultural, historical, or present day significance, and acknowledge the contributions of outstanding individuals in society. On days designated by the Board, and as required by law, staff shall provide students with appropriate commemorative exercises and educational experiences so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.

District schools shall be closed on the holidays specified in Education Code 37220 and on any other day designated as a holiday by the Board. The Board may, by adoption of a resolution, revise the date upon which schools close in observance of any holiday except Veterans Day, which shall be celebrated on its actual date. (Education Code 37220)

In addition, the Board may, through the adoption of a resolution, authorize the display of symbolic flags or banners in support of specific awareness months.

Regulation 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 02/03/2009 | **Last Revised Date:** 05/02/2023

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day - June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occur under federal law on a date different from that indicated above, the Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460, 49110.5)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Workplace Readiness Week - The week that includes April 28

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program as required by law.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
 4. On the day of death and the following day for a Member of Congress
 5. On Memorial Day, until noon only
 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government, a member of the Armed Forces from the state who has died while serving on active duty, or the death of a first responder working in the state who dies while serving in the line of duty
 8. On other occasions by order of the President and in accordance with presidential instructions or orders
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Policy 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 08/02/2005

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature, or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world and be consistent with the adopted instructional materials and state standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is forbidden in public schools. The Superintendent or designee shall ensure that instruction about religion does not promote or denigrate the beliefs or customs of any particular religion or sect, nor that a preference be shown for one religious viewpoint over another. Staff members shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious conviction, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time.

Staff shall not coerce students in prayer or other religious activities as part of their official duties. However, Staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing the student's religious belief so long as this does not disrupt the classroom or other school sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the district. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and temporary in nature.

Classroom methods in instruction about religion shall not include religious role-playing activities or simulated religious devotional acts.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

District schools shall not prohibit religious activities if the same or similar non-religious activities are permitted.

Regulation 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 08/02/2005

The Superintendent or designee shall ensure the following for the recognition of religious beliefs and customs in district schools:

1. The approach to religion is academic and not devotional
2. The goal is for student awareness of religion in historical and contemporary societies
3. The students may not be pressed to accept any one religion
4. The school may include the study of religion as part of the history-social science curriculum, but the practice of religions may not be sponsored
5. The students may be exposed to and educated about a diversity of religious views and beliefs, but a particular view or belief may not be imposed, nor may any one religion be promoted or denigrated

Staff shall make every effort to schedule one-time events, such as examinations, school-sponsored trips, special laboratories, picture-taking days, and class parties, to minimize conflicts with major religious holidays of all faiths such that no one faith is disproportionately impacted.

Programs and Exhibits

When school programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The principal or designee shall ensure that school-sponsored programs are presented in an objective manner, consistent with Board policy.
 2. The principal or designee shall be kept informed of the program's development.
 3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body and staff.
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Policy 6175: Migrant Education Program

Status: DRAFT

Original Adopted Date: 02/05/2019

The Governing Board desires to provide a comprehensive program for students who are migratory that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for students who are migratory.

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible students who are migratory and in the provision of migrant education services. The Superintendent or designee shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

The district shall give first priority for services to students who are migratory who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

The Superintendent or designee shall ensure that each student who is migratory is placed at the appropriate grade level upon enrollment and is provided services in accordance with an individual needs assessment and learning plan.

The Superintendent or designee shall annually report to the Board regarding student performance on statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education program. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

Regulation 6175: Migrant Education Program

Status: DRAFT

Original Adopted Date: 02/05/2019 | **Last Revised Date:** 03/10/2020

Eligibility

Students age 3 to 21 years shall be eligible for the district's migrant education program if they, their parents/guardians, or their spouses are migratory agricultural workers or fishers who, in the preceding 36 months, moved into the district due to economic necessity and engaged in new temporary or seasonal employment or personal subsistence in agriculture or fishing. If such employment was not secured soon after the move, students may be considered students who are migratory if the student, the student's parents/guardians, or the student's spouse actively sought such new employment and have a recent history of moves for temporary or seasonal agricultural or fishing employment. (20 USC 6399; 34 CFR 200.81)

A student who ceases to be a student who is migratory during a school term shall be eligible for services until the end of the term. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. Students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394)

Enrollment

A student who is migratory shall be immediately enrolled in the district even if the student: (Education Code 48204.7)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, medical records, including, but not limited to, records or other proof of immunization history, or other documentation

If a student who is migratory experiences a change in residence, the student may remain enrolled in the school of origin for the duration of the student's status as a student who is migratory. (Education Code 48204.7)

If a student's status as a student who is migratory changes during a school year, the Superintendent or designee shall allow the student to continue at the school of origin through the duration of that school year or, if the student is enrolled in a high school, through graduation. (Education Code 48204.7)

A student who is migratory and is transitioning between school grade levels shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with peers in accordance with the established feeder patterns of school districts. A student who is migratory and is transitioning to a middle school or high school designated for matriculation in another school district shall be allowed to enroll in that school. (Education Code 48204.7)

The Superintendent or designee shall inform a student who is migratory and the student's parent/guardian of the impact of remaining in the school of origin on the student's eligibility to receive migrant education services pursuant to Education Code 54440-54445. (Education Code 48204.7)

The Superintendent or designee may, but is not required to, provide transportation to enable a student who is migratory to attend the school of origin, unless otherwise required by federal law, or provide programs for online instruction as a substitute for physical attendance. (Education Code 48204.7)

Student Records

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the district shall not collect information or documents regarding the

citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

The Superintendent or designee shall acquire education and health records from the previous school districts of a student who is migratory, as appropriate.

When a student who is migratory transfers to another district, the student's records shall be provided to the receiving district upon request at no cost in order to assist that district in meeting the needs of the student. (20 USC 6398)

Program Components

The migrant education program shall include all of the following components: (Education Code 54443.1)

1. A general needs assessment summarizing the needs of the population to be served
2. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and includes, but is not limited to:
 - a. Instructional services, including academic, remedial and compensatory, bilingual-crosscultural, and career technical instruction
 - b. Counseling and career education services
 - c. Preschool services in accordance with Education Code 54443
 - d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible students who are migratory
 - e. The acquisition of instructional materials and equipment necessary to adequately provide the appropriate services
 - f. Other related services to meet the special needs of eligible students who are migratory to enable them to participate effectively in instructional services
 - g. The coordination and teaming of existing resources serving students who are migratory, such as bilingual-crosscultural education, health screening, and compensatory education
3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurrently provided pursuant to compensatory education, bilingual-crosscultural education, school improvement programs, and other programs serving the student
4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and when the student moves to a new district
5. Staffing and staff development plans and practices to meet the needs of students and implement the program
6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council to actively involve parents/guardians in planning, operating, and evaluating the district's migrant education program
7. The migrant education program shall provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)
8. Evaluations which include annual student progress and overall program effectiveness and quality control reports

Summer School and Extended School Year Program

The district shall conduct summer school program(s) for eligible students who are migratory. The summer school program shall respond to the individual needs of participating students and shall build on and be consistent with the instructional programs offered to these students during the regular school year. Coursework shall be of the same level of difficulty in each subject as that provided to students enrolled in regular classes of instruction within the district in the preceding year. (Education Code 54444.3)

Teachers in the summer school program shall have cultural training or background and understanding of the special needs of students who are migratory and possess the proper credential for the subjects and grade levels to which they are assigned. (Education Code 54444.3)

The program shall comply with the following requirements for instructional time: (Education Code 54444.3)

1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days
2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days
3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

The number of instructional days may be less than as described above if, during the summer school program, there is a holiday for which schools are required to be closed. (Education Code 37220, 54444.3).

When district facilities that are suitable for the summer climate are available, the district shall make facilities available at cost to other agencies that request facilities for the operation of migrant summer school programs, unless just cause for denial exists. When approved by the Superintendent of Public Instruction, the district may jointly offer facilities with a neighboring district to meet the needs of the migrant summer school program for the entire area. (Education Code 54444.3)

If the district receives authorization and average daily attendance funding from the California Department of Education to provide an extended school year program to students who are migratory who, due to family movement, enroll in transitional kindergarten, kindergarten, or any of grades 1-6, on or after March 1 of the school year and depart on or before December 1 of the next school year, the Superintendent or designee shall operate the program in accordance with Education Code 41601.6. (Education Code 41601.6)

Parent Advisory Council

The parent advisory council shall be comprised of members who are knowledgeable of the needs of students who are migratory and shall be elected by the parents/guardians of students enrolled in the district's migrant education program. The composition of the council shall be determined by the parents/guardians at a general meeting to which all parents/guardians of participating students shall be invited. The parents/guardians shall be informed, in a language they understand, that they have the sole authority to decide on the composition of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of parents/guardians of students who are migratory. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent candidates, such as teachers, administrators, other school personnel, or students, shall be nominated by the groups they represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

1. Establish program goals, objectives, and priorities

2. Review annual needs assessments, program activities for each school, and individual learning plans
3. Advise on the selection, development, and reassignment of migrant education program staff
4. Participate actively in planning and negotiating program applications and service agreements
5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guidelines, audits, monitoring reports, and evaluations. Upon request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

Notification and Complaints

Information regarding the educational rights of students who are migratory, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of students who are migratory, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in Administrative Regulation 1312.3 - Uniform Complaint Procedures.

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 12/22/2005 | **Last Revised Date:** 01/03/2023

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

In accordance with law, the Superintendent or designee may make naloxone hydrochloride or another opioid antagonist and stock albuterol inhalers available at each school for providing emergency medical aid to any person suffering or reasonably believed to be suffering from opioid overdose or respiratory distress. (Education Code 49414.3, 49414.7)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

7. ANY OTHER BUSINESS:

7.2 Delete Board Policy BP 0470 COVID-19 Mitigation Plan

Policy 0470: COVID-19 Mitigation Plan

Status: ADOPTED

Original Adopted Date: 11/03/2020 | **Last Revised Date:** 12/14/2021 | **Last Reviewed Date:** 12/14/2021

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal or state law and/or order or local order may conflict with this policy, the law or order shall govern.

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

To limit the impact of the pandemic on the education of district students, the district shall implement learning recovery, social-emotional support, and other measures and strategies designed to keep students learning and engaged in the instructional program.

COVID-19 Safety Plan

The Superintendent or designee shall establish, implement, and maintain a COVID-19 safety plan that complies with any mandatory public health guidance of the California Department of Public Health (CDPH), the COVID-19 prevention program ("CPP") consistent with the regulations of the California Division of Occupational Safety and Health, any orders of state or local health authorities, and any other applicable law and/or health order(s). The Superintendent or designee shall ensure, at a minimum, that the COVID-19 safety plan complies with all mandatory guidance and gives priority to recommended practices that are identified as being particularly effective at COVID-19 mitigation. The Superintendent or designee shall regularly review public health guidance to ensure that the district's COVID-19 mitigation strategies are current with public health mandates or recommendations.

The district's COVID-19 safety plan shall be posted on the district's web site.

Reporting to the Public Health Department

Upon learning that a school employee or student who has tested positive for COVID-19 was present on campus while infectious, the Superintendent or designee shall immediately, and in no case later than 24 hours after learning of the positive case, notify the local health officer or the local health officer's representative about the positive case.

The notification shall be made even if the individual who tested positive has not provided prior consent to the disclosure of personally identifiable information and shall include all of the following information, if known: (Education Code 32090)

1. Identifying information of the individual who tested positive, including full name, address, telephone number, and date of birth
2. The date of the positive test, the school(s) at which the individual was present, and the date the individual was last onsite at the school(s)
3. The name, address, and telephone number of the person making the report

If a school has two or more outbreaks of COVID-19 and is subject to a safety review by CDPH pursuant to Education Code 32090, the Superintendent or designee shall cooperate fully with the review.

Statewide Instructional Mode Survey

On or before the second and fourth Monday of each month, the Superintendent or designee shall submit to the California Collaborative for Educational (CCEE) information required under Education Code 32091, in accordance with the form and procedures determined by CCEE.

Stakeholder Engagement and Community Relations

The district shall solicit input from stakeholders on how to best support students following the learning disruptions of the pandemic through appropriate methods, which may include surveys, community and family meetings, and other methods identified by the Superintendent or designee.

The Superintendent or designee shall collaborate with local health authorities to ensure that parents/guardians are provided with the information needed to ensure that public health guidance is observed in the home as well as in school, such as information about isolation and quarantine requirements, face mask requirements, symptom checks prior to school attendance, and who to contact when students have symptoms and/or were exposed.

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding community transmission levels, district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for COVID-19 mitigation strategies. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

Learning Recovery and Social-Emotional Support

The Superintendent or designee shall develop a plan for assessing students' current academic levels early in the school year to ensure that each student is provided with appropriate opportunities for learning recovery based on need. The plan may include:

1. Use of interim or diagnostic assessments
2. Review of available data from assessments within the California Assessment of Student Performance and Progress
3. Review of attendance data from the 2020-2021 school year
4. Review of prior year grades
5. Discussion of student needs and strengths with parents/guardians and former teachers

The Superintendent or designee shall develop and implement a learning recovery program that, at a minimum, provides supplemental instruction and support for social emotional well-being, and to the maximum extent permissible meals and snacks, to eligible students. (Education Code 43522)

Supplemental Instruction and Support

The district shall provide students with evidence-based supports and interventions in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports through a program of engaging learning experiences in a positive school climate. (Education Code 43522)

Targeted and intensive supports may include: (Education Code 43522)

1. Extending instructional learning time based on student learning needs including through summer school or intersessional instructional programs
2. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff
3. Learning recovery programs and materials designed to accelerate student academic proficiency, English language proficiency, or both

4. Integrated student supports to address other barriers to learning, such as:
 - a. The provision of health, counseling, or mental health services
 - b. Access to school meal programs
 - c. Access to before and after school programs
 - d. Programs to address student trauma and social-emotional learning
 - e. Referrals for support for family or student needs
5. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports
6. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility
7. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning
8. Other interventions identified by the Superintendent or designee

To ensure schoolwide implementation of the district's tiered framework of supports, the Superintendent or designee shall plan staff development that includes: (Education Code 43522)

1. Accelerated learning strategies and effective techniques for closing learning gaps, including training in facilitating quality learning opportunities for all students
2. Strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs

Reengagement for Chronically Absent Students

The Superintendent or designee shall implement strategies for identifying, locating, and reengaging students who were chronically absent or disengaged during the 2020-21 school year, including students who were kindergarten-age but who did not enroll in kindergarten. Strategies for reengaging students may include:

1. Personal outreach to families, including by staff who are known to families
2. Door-to-door campaigns
3. The use of social media to spread awareness about the implementation of COVID-19 mitigation strategies
4. Welcoming and supporting students who experienced chronic absenteeism due to the COVID-19 pandemic or who are returning to school after a long absence

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or is subject to a quarantine order to stay home in accordance with state and local health orders.

The Superintendent or designee shall ensure continuity of instruction for students who may be under a quarantine order to stay home, by offering such students independent study or other instructional delivery channels that allows the student to continue to participate in the instructional program to the greatest extent possible.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff except as allowed by law. (Education Code 49450)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on their medical condition or COVID status, exposure, or high-risk status.

7. ANY OTHER BUSINESS:

7.3 Consideration and Public Notice of the California School Employees Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2024-2027 School Year

INITIAL PROPOSAL
FOR THE 2024-2027 SUCCESSOR AGREEMENT
FROM THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS TIPTON CHAPTER #765
TO THE
TIPTON ELEMENTARY SCHOOL DISTRICT
April 16, 2024

Pursuant to the Educational Employment Relations Act and the 2021-2024 Collective Bargaining Agreement (“CBA”) between the Tipton Elementary School District (“District”) and the California School Employees Association and its Tipton Chapter #765 (“CSEA”), CSEA submits this initial proposal to commence negotiations with the District for the 2024-2027 Successor Agreement.

CSEA proposes to alter and/or amend the following articles as indicated and presents these proposals for public discussion in accordance with Government Code §3547.

ARTICLE 6: HOURS AND OVERTIME

CSEA proposes to add, modify, and/or delete language pertaining to hours and overtime.

ARTICLE 7: WAGES

CSEA proposes, language including but not limited to, a fair and equitable salary increase for classified bargaining unit members.

CSEA proposes to add, modify, and/or delete language pertaining to wages, salary schedules, and wage related matters.

ARTICLE 8: HEALTH BENEFITS

CSEA proposes that the district shall provide for the full increase cost of the current health and welfare benefits for all eligible employees and their dependents.

CSEA proposes to add, modify, and/or delete language pertaining to health and welfare benefits.

ARTICLE 12: LEAVES OF ABSENCE

CSEA proposes to alter and/or amend language including but not limited to leaves of absence.

ARTICLE 20: TERM OF AGREEMENT

CSEA proposes a three-year term from 2024-2027.

All other provisions of the CBA shall remain in full force and effect.

CSEA retains the right to amend, modify, add to or delete from these proposals at any time during the negotiations process.

7. ANY OTHER BUSINESS:

7.4 Consideration and Public Notice of the District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2024-2027 School Year

TIPTON ELEMENTARY SCHOOL DISTRICT

Sunshine Proposal for Contract Negotiations with

California School Employees Association

Public school employers and their exclusive representatives are required to present proposals which relate to matters within the scope of representation at a school board meeting prior to commencing negotiations.

The Board of Trustees of the Tipton Elementary School District (“District”) values the collaborative spirit through which collective bargaining is accomplished between the District and the California School Employees Association (“Association”). The District will approach the coming negotiations with the Association with an intent to negotiate mutually agreeable contract terms that address its employees’ interests and concerns when aligned with the five Board and Local Control and Accountability Plan (“LCAP”) goals:

- Goal 1: Improve student achievement in English Language Arts, Math and increased academic achievement for all English Learners.
- Goal 2: Improving school climate while increasing pupil attendance and decreasing chronic absenteeism.
- Goal 3: To improve the participation and increase learning opportunities for parents.
- Goal 4 To provide and equip a multipurpose room and improve school facilities which will assist with the implementation of a broad range of study, increase pupil achievement, and help facilitate parental involvement.
- Goal 5: Maintain class sizes of 24:1 or less across grades TK-8.

The following constitutes the initial proposal of the Tipton Elementary School District 2024-2027 contract negotiations with the Association.

THE DISTRICT’S INITIAL PROPOSAL

- Article 6: Hours and Overtime
- Article 7: Wages
- Article 8: Health Benefits

The District desires to engage in good faith, principled negotiations with the Association to reach consensus on all negotiable items.