#### KIT CF JON UNION ELEMENTARY SCH JL DISTRICT

BOARD MEETING AGENDA November 16, 2016; 6:30 PM Kit Carson School, Room 31, 9895 7th Avenue, Hanford, CA

#### 1. Call to order open session

- a. Call to order
- b. Members present
- c. Pledge of Allegiance

#### 2. Public comments & public hearings

Public comment: In order to ensure that members of the public are provided a meaningful opportunity to address the Board on agenda items or non-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 that matter's is taken up by the Board. Presentations are limited to 3-5 minutes.

Local Control Accountability Plan (LCAP) input. Pursuant to Education Code 52060(g) the Board welcomes public input on topics related to the District's LCAP. Input from community members during this portion of the meeting will be used to guide district personnel in planning, writing, implementing, and updating the LCAP. The superintendent will provide a written response upon request. The LCAP is available on the district's website at <a href="https://www.kitcarsonschool.com">www.kitcarsonschool.com</a>.

#### 3. Presentations, reports and communication

- a. Staff reports
- b. Board member reports
- c. Superintendent report/review calendar of events

Pg 1-2

#### 4. Information items

a. None

#### 5. Consent Agenda

The consent agenda consists of routine financial, legal and administrative matters that require board action. The consent agenda is voted on in a single vote. At the request of any one board member, items may be pulled from the consent agenda to be discussed and voted on separately.

- a. Consider approving the minutes of September 28, 2016 Board Meeting Pg 3-6
- b. Review and approve the Bills and Warrants

  Pg 7-77
- c. Second reading and adoption of certain Board Policies and Administrative
  Regulations
  Pg 78-222

#### 6. Action items

- a. Consider approving the Agreement for Legal Services with Lozano Smith Pg 223-233
- b. Consider ratifying Resolution 1617-05; 457(b) Plan Pg 234-248
- Consider approving Memorandum of Understanding between Kit Carson Pg 249-255
   Union Elementary School District and Kings County Special Education Local Plan Area
- d. Consider approving the Internship Contract Agreement by and between Brandman University and Kit Carson Union Elementary School District
- e. Consider ratifying the Tulare County Superintendent of Schools Teacher Pg 269-273 Induction Programs Agreement between Tulare County Superintendent of Schools and Kit Carson Union Elementary School District

**Closed Session:** Pursuant to Government Code Section 54956.9, trustees may wish to adjourn to Closed Session to discuss one or more of the items listed below. The items to be discussed shall be announced in

accordance with Government Code 54954.5 and/or under Education Code provisions. Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 9895 7th Avenue., Hanford, CA during normal business hours.

#### 7. Future Planning and Adjournment:

a. Annual Organizational Meeting, Wednesday, December 7, 2016 at 6;30 pm

### NOVEMBER 2016

#### TRUSTWORTHINESS RESPECT RESPONSIBILITY FAIRNESS CARING CITIZENSHIP

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-		1 Thanksgiving Coin Drive Begins Music 2:40 - 4pm	2	Citizenship lunch ii:30 K-3 i2:05 4-8 Music 2:40 - 4pm Soccer ØKRH Boys 2:45, Girls 3:45	4 End of First Trimester Art Classes	5
6	7 Teacher work day 1:30-4:15 finalize grades Site Council 3:15 Grades due for Report Cards and Eligibility	8 ELECTION DAY Cabinet meeting 9:15  Music 2:40-3:30 pm PTC Meeting 6:00	9 Art Classes Drama Practice	REPORT CARDS GO HOME Soccer Clakeside Boys 2:30, Girls 3:30	NO SCHOOL Veterans Day	12
13	Stage Season 4-8 Tiger Society 2:05 PL Day Room 31 CPM Room 32/43	15 Soccer @Soc Com (SRM) Boys 2:30, Girls 3:30 Movies for 2-3 Music 2:40-3:30 pm	16 Board Meeting 6:30 PM	17 BEST day Music 2:40-4pm	18 Art Class Drama Practice	19
20	21 9:30 am- 12pm Tiger Society K-1 to Imagine U In Visalia 2:05 Faculty Meeting Rm 31	22 Art Class  Drama Practice 1777	23 NO SCHOOL Thanksgiving Break work day	24 SCHOOL CLOSED Thanksgiving	25 SCHOOL CLOSED Thanksgiving Break	26
27	28	29 PTC Santa Shop Soccer ### Soccer ### Boys 2:30, Girls 3:30  Music 2:40-4pm	30 PTC Santa Shop Drama practice			

#### DECEMBER 2016

#### TRUSTWORTHINESS RESPECT RESPONSIBILITY FAIRNESS CARING CITIZENSHIP

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				l Soccer Dakeside Boys 2:30, Giris 3:30 Music 2:40-4pm	2 Staff Christmas Party Art Class	3
4	5 2:05 Faculty Meeting Rm 31	Soccer @Soc Com (SRM) Boys 2:30, Girls 3:30 Music 2:40 4pm PIC Meeting 6:00	7 SSC Meeting 3:15 Drama Practice Organizationa I Board Meeting 6:30 PM	B Drama performance Music Dress Rehearsai 2:40-4pm	9 Art Class Soccer Tournament 12:30 at KRH	10
11	12	Winter Program Practice 9:00/L00 if foggy	Winter Program Performance 10:30am, if foggy at 2pm	15 Art Class	Classroom Parties 1:00 EARLY RELEASE	17
18	19 NO SCHOOL WINTER BREAK WORK DAY	20 NO SCHOOL WINTER BREAK WORK DAY	21 NO SCHOOL WINTER BREAK WORK DAY	22 NO SCHOOL WINTER BREAK WORK DAY	23 NO SCHOOL WINTER BREAK WORK DAY	24 Christmas Eve
25 CHRISTMAS DAY	26 School Closed Christmas Day Holiday	27 NO SCHOOL WINTER BREAK WORK DAY	28 NO SCHOOL Winter Break Work day	29 NO SCHOOL WINTER BREAK WORK DAY	30 School Closed NEW YEAR HOLIDAY	31 New Year's Eve

#### Agenda Item:

5a

#### Consider approving the minutes of September 28, 2016

From: Todd Barlow

Purpose: To approve the board minutes of the September 28, 2016, Regular Board meeting

Superintendent's Recommendation: Approval

#### KIT CARSON UNION SCHOOL DISTRIC

#### Board Meeting Minutes of September 28, 2016

#### 6:30 pm

#### 1. OPEN SESSION

- a) Call to Order: Andy Atsma, President called the meeting to order at 6:30 pm.
- b) Members present: Andy Atsma, Sheree Deniz, and Joe Oliveira. Trustee Acosta was absent.

  Also present: Todd Barlow, Superintendent/Principal, Margaret DeSantos, Administrative Secretary.

  Present in the audience were Robert Inabnit and Kelly Mynderup.
- c) Joe Oliveira led the pledge to the flag.

#### 2. Public comments and public hearings

#### **Public comment**

None

#### Local Control Accountability Plan (LCAP)

Mr. Barlow reported on the 50 parent surveys that were submitted.

Mr. Barlow spoke on the new Accountability Rubric, and mentioned the input of test scores, absences, English Language Learner progress, and total suspension/expulsions per year.

#### Public Hearing: Sufficiency of Instructional Materials (See item 5d).

President Atsma opened the hearing at 6:38 pm, Mr. Barlow stated that the district has sufficient instructional materials. There was no public comment. The public hearing was closed at 6:39 pm.

#### 3. Presentation, reports and communications

#### a) Staff Report:

- Margaret DeSantos reported that as of today Kit Carson has 371 students and Mid Valley has 18 students enrolled.
- ii Kelly Mynderup reported that she attended the Family Night and helped with the serving of Hot Dogs. She also stated that the Auditors completed the school audit and the district had no findings.
- iii Robert Inabnit reported that he and his staff had bus training on Monday, September 26th.

  Robert reported on the need of a new cell phone. Mr. Barlow commented that Robert is the first on the list of staff members to be called in case an alarm is triggered.

#### b) Board member reports:

- Trustee Oliveira stated that his granddaughter loves attending Kit Carson School
- Trustee Deniz no report
- Trustee Atsma no report

#### c) Superintendent report/review calendar of events

Mr. Barlow mentioned that there is a board member vacancy in Area 5. He also stated that the district has five mobile labs; the traditional/digital Math and History program are being utilized. Mr. Barlow reviewed the CAASSP test results; he also stated that the GPS bus tracking system is working very well; the fundraiser went very well and we are awaiting totals; the Kit Carson Garden has pumpkins in different sizes; the Music program, directed by Miss Long, is preparing for performances at Red Ribbon week activities.

Mr. Barlow stated that he met with the architects regarding a "Mass Communication System" for the District, an upgrade to our bell system.

Mr. Barlow spoke about the need for a 4th grade teacher. Given the numbers of students moving between grades next year, Kit Carson Elementary will need to staff another teacher in the 2017-2018 school year. Given the level of enrollment, he intends to offer a temporary contract to a teacher for the remainder of

the year. He talker yout the staffing projections for upcoming year stating that the district may see decreases in enrollment in 2018 and 2020. He stated it depends on our TK/K enrollment during the next few years.

#### 4. Information items

- a) <u>First reading of Board Policies and Administrative Regulations</u>
  The first reading was accepted as presented.
- b) <u>Discussion re: Interdistrict Requests "approval pending space"</u>
   Mr. Barlow discussed the inter-district requests . He stated that most of our classes are currently full.
- c) <u>Kings County Office of Education and LCAP update comments from Kings County Office of Education</u>
  Mr. Barlow reviewed the final LCAP revised report from KCOE.

#### 5. Consent items:

The consent agenda consist of routine financial, legal and administrative matters that require board action. The consent agenda is voted on/in a single vote. At the request of any one board member; items may be pulled from the consent agenda to be discussed and voted on separately.

- a. Consider approving the minutes of August 17 2016
- b. Review and approve the Bills and Warrants
- c. Consider approving the Inter District Request for 2016-2017
- d. Consider approving Resolution 1617-02; Sufficiency of Instructional Materials
- e. Consider approving Resolution 1617-03; GANN Limit
- f. Consider approving the Agreement of Professional Services between Kit Carson Union Elementary School District and Griswold LaSalle

Bills and Warrants were submitted by Kelly Mynderup. It was moved by Trustee Oliveira to approve the consent agenda as presented; Trustee Deniz seconded the motion. Motion passed on a 3-0 vote.

Trustee	Trustee	Trustee	Trustee
Acosta	Atsma	Deniz	Oliveira
Absent	Aye	Aye	Aye

#### 6. Action items:

a. <u>Consider ratifying the Agreement between County of Kings and all Kings County Public School Districts</u>

Mr. Barlow stated that this is an annual item. It was moved by Trustee Deniz to approve the agreement as presented; Trustee Atsma seconded the motion. Motion passed on a 3-0 vote.

·			
Trustee	Trustee	Trustee	Trustee
Acosta	Atsma	Deniz	Oliveira
Absent	Aye	Aye	Aye

b. <u>Consider approving the Agreement Between Tulare County Superintendent of Schools and the Kit Carson</u>
<u>Union Elementary School District</u>

It was moved by Trustee Atsma to approve the Agreement as presented; Trustee Oliveira seconded the motion. Motion passed on a 3-0 vote.

Trustee	Trustee	Trustee	Trustee
Acosta	Atsma	Deniz	Oliveira
Absent	Ауе	Aye	Aye

#### c. Consider approving the Unaudited Actuals for 2016-2016

Mr. Barlow and Mrs. Mynderup presented the report to the Governing Board. It was moved by Trustee Oliveira to approve the report as presented; Trustee Deniz seconded the motion. Motion passed; 3-0 vote.

Trustee	Trustee	Trustee	Trustee
Acosta	Atsma	Deniz	Oliveira

Absent	Ave	Ave	ve	
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,-	, -		

#### d. Consider approval of the CalSTRS 403(b) Plan Compliance

Kelly Mynderup stated that CalSTRS 403b Comply will be acting as the third party administrator and provide compliance services. It was moved by Trustee Atsma to approve the 403(b) Plan as presented; Trustee Oliveira seconded the motion. Motion passed on a 3-0 vote.

Trustee	Trustee	Trustee	Trustee
Acosta	Atsma	Deniz	Oliveira
Absent	Aye	Aye	Aye

The meeting adjourned to closed session at 7:20 pm to discussion employee evaluation(s).

The Board returned to open session at 7:48 PM. Mr. Atsma reported that no decisions were made during closed session.

#### e. Consider approving the Classified Salary Schedule

It was moved by Trustee Atsma to approve the request as presented, with the addition of an account technician specialist; Trustee Oliveira seconded the motion. Motion passed on a 3-0 vote.

Trustee	Trustee	Trustee	Trustee
Acosta	Atsma	Deniz	Oliveira
Absent	Aye	Aye	Aye

#### 8. Future Planning and Adjournment:

- a) The Next meeting, Wednesday, October 19 @ 6:30 pm was cancelled due to the fact that Mr. Barlow and Mrs. Mynderup will be in Sacramento at CBO training. It was agreed that a special board meeting could be called if needed.
- b) The Board planned a visit the the school on the morning of October 12.
- c) The meeting adjourned at 7:50 pm.

Date:	
Andy Atsma, President	Sheree Deniz, Clerk of the Board
Todd Barlow, Superintendent/Principal	

#### Review and approve the Bills and Warrants

From: Kelly Mynderup

*5*b

Purpose: Review and approve bills and warrants for the following dates:

9/16/2016 - \$10,170.75 9/23/2016 - \$31,032.43 9/30/2016 - \$12,588.39 9/07/2016 - \$23,213.96 10/14/2016 - \$4,114.45 10/21/2016 - \$14,947.28 10/28/2016 - \$11,053.83

Superintendent's Recommendation: Approval

# School District Payment Order

District Name: Kit Carson Union Elementary School District

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

\$7,429.81 \$2,740.94	\$10,170.75	M					
Warrants 18 Credit Card Payments 4	Grand Total for Payments Dated: 09/16/2016	Authorized Officer/Employee	Or Board Members *				
	Grand	[] Authorized	□ Board N				

\* If this option is chosen, must have a majority of board members authorization (EC 42632)

	KCOE Examination and Approval	Date
Date		By

This order must be returned to KCOE prior to distribution of payments.

## Warrant Register For Warrants Dated 09/16/2016

Page 1 of 1

9/22/2016 1:31:58PM

Varrant Number	Vendor Number	Vendor Name	Amount
12529113	14	ARAMARK UNIFORM SERVICES	\$88.18
12529114	1300	COOK'S COMMUNICATIONS CORP	\$171.00
12529115	331	THE GAS COMPANY	\$196.99
12529116	588	GOODMAN FOOD PRODUCTS	\$250.50
12529117	169	KCSBA	\$100.00
12529118	176	KINGS CO LOCKSMITH SERVICE	\$242.00
12529119	179	KINGS WASTE & RECYCLING AUTH	\$61.90
12529120	189	LAWNMOWER MAN	\$311.74
12529121	222	MICHAEL'S PLUMBING SUPPLIES	\$64.32
12529122	1034	MID VALLEY DISPOSAL	\$510.00
12529123	604	MORRIS LEVIN AND SON INC	\$352.45
12529124	246	OFFICE DEPOT	\$501.15
12529125	268	PRODUCERS DAIRY FOODS INC	\$446.11
12529126	324	SIMON AND SON PUMPING	\$2,025.00
12529127	836	SOUTHWEST SCHOOL & OFF. SUPPLY	\$39.64
12529128	975	SSDA	\$600.00
12529129	206	SYSCO FOOD SERVICES	\$993.83
12529130	461	VALLEY PBS	\$475.00

Total Amount of All Warrants:

\$7,429.81

## Credit Card Register For Payments Dated 09/16/2016

Page 1 of 1

9/22/2016 1:32:05PM

Jocument Number	Vendor Number	Vendor Name	Amount
14017061	60	CASBO PROFESSIONAL DEVELOPMENT	\$100.00
14017062	1047	MOBILE MODULAR MANAGEMENT CORP	\$888.00
14017063	524	SUPPLYWORKS INC	\$1,672.31
14017064	915	TEACHER'S CURRICULUM INSTITUTE	\$80.63

Total Amount of All Credit Card Payments:

\$2,740.94

Commercial Payn	For Derimonts Deter
18 Kit Carson Union Elementary School District	

Commercial Payment Register For Payments Dated: 09/16/2016

Page 1 of 4 9/22/2016 1:31:46PM

Document No	Vendor №	Vendor No Vendor Name	.5		- RE - PY- GO - FN - OB - SI	Resource	Object	Amount
12529113	14	ARAMARK UNIFORM SERVIC PV	PV - 170132		0100-0000-0-0000-8200-580000-000	Unrestricted Resources	Other Services and Operating Expenditures	\$88.18
						Fotal Fo	Total For Fund Number: 0100	\$88.18
						Total	Total Amount of Puyment:	\$88.18
12529114	1300	COOK'S COMMUNICATIONS · PV	PV - 170136		0100-0000-0-0000-3600-280000-000	Unrestricted Resources	Other Services and Operating Expenditures	895.00
			PV - 170137		0100-0000-0-0000-3600-380000-000	Unrestricted Resources	Other Services and Operating Expenditures	\$76.00
						Total Fo	Total For Fund Number: 0100	\$171,00
						Total	Total Amount of Puyment:	\$17.
12529115	331	GAS COMPANY, THE	PV - 170126		0100-0000-0-0000-8200-550010-000	Unrestricted Resources	Gas	\$196.99
						Total Fo	Total For Fund Number: 0100	\$196.99
						Total	Total Amount of Payment:	8196.99
12529116	588	GOODMAN FOOD PRODUCTS PV	PV - 170125		1300-5310-0-0000-3700-470000-000	Child Nutrition - School Programs Food	ıms Food	\$250.50
						Total Fc	Total For Fund Number: 1300	\$250.50
			1			Total	Total Amount of Payment:	\$250.50
12529117	169	KCSBA	PV - 170127		0100-0000-0-0000-7100-530000-000	Unrestricted Resources	Dues and Memberships	\$100.00
						Total Fc	Total For Fund Number: 0100	\$100.00
						Total	Total Amount of Payment:	\$100.00
12529118	176	KINGS CO LOCKSMITH SERV PV	PV - 170138		0100-0000-0-0000-8200-880000-000	Unrestricted Resources	Other Services and Operating	\$242.00
						Total Fe	Total For Fund Number: 0100	00 CACP
							Total Amount of Danmant.	00.24-20
01.01	7	VO DINITION WAS BEST & BENEVILLE	PCINZI - Na .		ממט מפמפצ ממכש מממט מי מממט ממדמ		Amount of Faynent:	3447.00
12529119	6/1				000-0000000-0-0000-0-000	Unrestructed Resources	Carbage	\$61.90
the second contact and			and the state of t			lotal Fo	Iolal For Fund Number: 0100	95
						Tota	Total Amount of Payment:	\$61.90
12529120	189	LAWNMOWER MAN	PV - 170129		0100-8150-0-0000-8110-430000-000	Ongoing & Major Maint. Acct.	Materials and Supplies	\$311.74
						Total F	Total For Fund Number: 0100	\$311.74
						Tota	Total Amount of Payment:	5311.74
12529121	222	MICHAEL'S PLUMBING SUPP	PV .	170139 0100-8	0100-8150-0-0000-8110-430000-000	Ongoing & Major Maint. Acct.	L Materials and Supplies	\$9.41
			PV - 170	170139 0100-8	0100-8150-0-0000-8110-430000-000	Ongoing & Major Maint. Acct.	<ul> <li>Materials and Supplies</li> </ul>	\$8.94
			PV - 170	170139 0100-8	0100-8150-0-0000-8110-430000-000	Ongoing & Major Maint. Acct.	t. Materials and Supplies	\$26.62
			PV - 170	170139 0100-8	0100-8150-0-0000-8110-430000-000	Ongoing & Major Maint. Acct.	<ul> <li>Materials and Supplies</li> </ul>	\$19.35
						Total F	Total For Fund Number: 0100	\$64.32
						Tota	Fotal Amount of Payment:	\$64.32
12529122	1034	4 MID VALLEY DISPOSAL	PV - 170123		0100-0000-0-0000-8200-550050-000	Unrestricted Resources	Garbage	\$510.00
						Total F	Total For Fund Number: 0100	\$510.00

t Register

Page 2 of 4

9/22/2016 1:31:46PM

Commercial Payment Register For Payments Dated: 09/16/2016

8 Kit Carson Union Elementary School District

5993.83 \$2,025.00 \$25.68 \$39.64 \$39.64 \$600.00 \$600.00 \$50.62 \$993.83 \$8.95 \$27.69 \$501.15 \$501.15 \$13.50 \$600.00 \$943.21 \$352.45 \$57.52 \$91.27 \$4.34 \$352.45 5352,45 \$102.92 \$108.64 \$16.77 \$446.11 \$446.11 5446.11 \$2,025.00 \$2,025 \$83. Amount Other Services and Operating Child Nutrition - School Programs Other Food Service Supplies Other Services and Operating Dues and Memberships Materials and Supplies Materials and Supplies LCFF Supplemental/Concentration Materials and Supplies Materials and Supplies Materials and Supplies Muterials and Supplies Materials and Supplies Object Total For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 0100 Total Amount of Puyment: Total For Fund Number: 1300 Total Amount of Payment: Fotal For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 1300 Total Amount of Payment: Total Amount of Payment: Total For Fund Number: 0100 Total Amount of Payment: Expenditures Expenditures Child Nutrition - School Programs Food Child Nutrition - School Programs Food Unrestricted Resources Resource State Lottery State Lottery State Lottery State Lottery State Lottery State Lottery Grant 1300-5310-0-0000-3700-470000-000 1300-5310-0-0000-3700-470010-000 0100-0000-0-0000-1100-230000-0010 0100-1100-0-1110-1000-430000-020 0100-1100-0-1110-1000-430000-020 0100-0000-0-0000-7300-430000-000 0100-0332-0-1160-1000-430000-000 0100-1100-0-1110-1000-430000-000 0100-0000-0-0000-2700-430000-000 0100-0000-0-0000-2700-430000-000 1300-5310-0-0000-3700-470000-000 0100-0000-0-0000-8200-580000-000 0100-1100-0-1110-1000-430000-001 0100-1100-0-1110-1000-430000-001 0100-0000-0-0000-2700-430000-000 0100-0000-0-0000-8200-580000-000 0100-1100-0-1110-1000-430000-001 FD - RE - PY- GO - FN - OB - SI - 170130 PRODUCERS DAIRY FOODS I PV - 170135 - 170131 PV - 170130 PV · 170134 - 170150 SOUTHWEST SCHOOL & OFF PV · 170149 - 170147 MORRIS LEVIN AND SON INC PV - 170122 - 170141 - 170144 - 170145 - 170148 - 170151 - 170142 - 170143 - 170146 Reference No ΡV ₽ ΡV ΡV ۶ ΡV þΛ δ ΡŞ à 2 2 SIMON AND SON PUMPING SYSCO FOOD SERVICES Document No Vendor No Vendor Name OFFICE DEPOT SSDA 206 836 975 324 268 246 604 12529128 12529129 12529126 12529125 12529127 12529123 12529124

Commercial Payment Register For Payments Dated: 09/16/2016

3 Kit Carson Union Elementary School District

Page 3 of 4 9/22/2016 1:31:46PM

	o Vendor N	Document No Vendor No Vendor Name	Reference No	FD-RE-PY-GO-FN-OB-SI	Resource	Object	Amount
12529130	461	VALLEY PBS	PV - 170128	0100-0000-0-0000-3000-380000-000	Unrestricted Resources	Other Services and Operating Expenditures	\$475.00
					Total	Total For Fund Number: 0100	\$475.00
					To	Total Amount of Payment:	\$475.00
14017061	09	CASBO PROFESSIONAL DEVI PV - 170133	PV - 170133	0100-0000-0-0000-7300-520000-000	Unrestricted Resources	Travel and Conferences	\$100.00
					Total	Total For Fund Number: 0100	\$100.00
					To	Total Amount of Payment:	\$100.00
14017062	1047	MOBILE MODULAR MANAGI PV - 170121	I PV - 170121	2500-0000-0-0000-8700-560000-124	Unrestricted Resources	Rentals, Leases and Repairs	\$888.00
					Total	Total For Fund Number. 2500	\$888.
					To	Total Amount of Payment:	5888.00
14017063	524	SUPPLYWORKS INC	PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$66.13
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$210.25
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$245.85
			PV - 170140	0100-0006-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$11.81
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$33.07
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$96.79
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$130.57
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$130.57
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	5390,48
			PV - 170140	0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$356.79
					Tota	Total For Fund Number. 0100	\$1,672.31
					J.	Total Amount of Payment:	\$1,672.31
14017064	915	TEACHER'S CURRICULUM IN PV	N PV - 170120	0100-1100-0-1110-1000-430000-000	State Lottery	Materials and Supplies	\$80
					Tota	Total For Fund Number: 0100	\$80.65
					F	Total Amount of Daymont:	27 083

Commercial Payment Register	Page 1 of 1 9/7/7/016	Page 1 of 1
FOT FAYMENTS DATED: U9/10/2010		
District: 18 Kit Carson Union Elementary School District Fund	Total	and the second s
0100	\$7,592.31	glegypjängkeg beginnen
1300	\$1,690.44	
2500	\$888.00	and the second
Total # of Payments: 22	\$10,170.75	
Total # of Payments: 22	Grand Total: \$ 10,170.75	

## Detail By Fund/Resource

	•			9/22/2016 1:31:
District	Fund	Resource		Amount
18 Kit Carson Union Elementary School District 0100	General	Fund		
		0000	Unrestricted Resources	\$88.18
		0000	Unrestricted Resources	\$510.00
		0000	Unrestricted Resources	\$95.00
		0000	Unrestricted Resources	\$76.00
		0000	Unrestricted Resources	\$352.45
		0000	Unrestricted Resources	\$600.00
		0000	Unrestricted Resources	\$475.00
		0000	Unrestricted Resources	\$8.95
		0000	Unrestricted Resources	\$100.00
		0000	Unrestricted Resources	\$242.00
		0000	Unrestricted Resources	\$61.90
		0000	Unrestricted Resources	\$11.81
		0000	Unrestricted Resources	\$33.07
		0000	Unrestricted Resources	\$66.13
	-	0000	Unrestricted Resources	\$96.79
		0000	Unrestricted Resources	\$130.57
		0000	Unrestricted Resources	\$130.57
		0000	Unrestricted Resources	\$210.25
		0000	Unrestricted Resources	\$24585
		0000	Unrestricted Resources	\$356.79
		0000	Unrestricted Resources	\$390.48
		0000	Unrestricted Resources	\$100.00
		0000	Unrestricted Resources	\$4.34
		0000	Unrestricted Resources	\$27.69
		0000	Unrestricted Resources	\$83.05
		0000	Unrestricted Resources	\$2,025.00
		0000	Unrestricted Resources	\$196.99
			Total for Resource 0000	\$6,718.86

# Detail By Fund/Resource

District  Fund  18 Kit Carson Union Elementary School District	Resource		9/22/2016 1:31:53PM Amount
2		LCFF Supplemental/Concentration Gran	\$57.52
		Total for Resource 0332	\$57.52
	1100	State Lottery	\$91.27
	1100	State Lottery	\$108.64
	1100	State Lottery	\$16.77
	1100	State Lottery	\$102.92
	1100	State Lottery	\$80.63
	1100	State Lottery	\$13.96
	1100	State Lottery	\$25.68
		Total for Resource 1100	\$439.87
	8150	Ongoing & Major Maint. Acct.	58.94
	8150	Ongoing & Major Maint. Acct.	\$26.62
	8150	Ongoing & Major Maint. Acct.	\$19.35
	8150	Ongoing & Major Maint. Acct.	\$9.41
	8150	Ongoing & Major Maint. Acct.	\$311.74
		Total for Resource 8150	\$376.06
1300	Cafeteria Fund	Total for Fund 0100	\$7,592.31
	5310	Child Nutrition - School Programs	\$50.62
	5310	Child Nutrition - School Programs	\$943.21
	5310	Child Nutrition - School Programs	\$250.50
	5310	Child Nutrition - School Programs	\$446.11
		Total for Resource 5310	\$1,690.44
2500	CapitalFacilities F	Total for Fund 1300 Fund	\$1,690.44
	0000	Unrestricted Resources	\$888.00
		Total for Resource 0000	\$888.00
		Total for Fund 2500 Total for District 18	

# School District Payment Order

District Name: Kit Carson Union Elementary School District

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

\$29,072.48 \$1,959.95	\$31,032.43	M				
3 1	09/23/2016					
warrants Credit Card Payments	Grand Total for Payments Dafed:	Authorized Officer/Employee	Board Members *		·	
		D				

\* If this option is chosen, must have a majority of board members authorization (EC 42632)

	KCOE Examination and Approval	Date
Date		By

This order must be returned to KCOE prior to distribution of payments.

#### Warrant Register For Warrants Dated 09/23/2016

Page 1 of 1 10/6/2016 10:02:39AM

Warrant Number	Vendor Number	Vendor Name	Amount
12529634	14	ARAMARK UNIFORM SERVICES	\$159.11
12529635	406	CDW-G	\$11,210.27
12529636	1258	CONTRACT PAPER GROUP INC	\$4,116.71
12529637	1097	DE LAGE LANDEN	\$911.07
12529638	1278	EDMENTUM INC.	\$596.53
12529639	703	Inc Handwriting without Tears	\$123.01
12529640	1288	OMEGA INDUSTRIAL SUPPLY INC	\$360.78
12529641	285	ROE OIL CO.	\$2,033.05
12529642	897	SCHOOL PATHWAYS LLC	\$150.00
12529643	330	SO CALIF EDISON CO	\$9,170.08
12529644	1136	US BANK	\$241.87

**Total Amount of All Warrants:** 

\$29,072.48

## Credit Card Register For Payments Dated 09/23/2016

Page | of | 10/6/2016 | 10:02:47AM

Document Number	Vendor Number	Vendor Name	Amount
14017185	60	CASBO PROFESSIONAL DEVELOPMENT	\$708.33
14017186	112	FOLLETT EDUCATIONAL SERVICES	\$700.00
14017187	804	GBC NATIONAL SERVICE	\$551.62

**Total Amount of All Credit Card Payments:** 

\$1,959.95

Commercial Payment Register For Payments Dated: 09/23/2016

Page 1 of 3 10/6/201610:02:23AM

Unrestricted Resources  Other Services and Operating Expenditures  Total For Fund Number: 0100  Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies Grant  LCFF Supplemental/Concentration Materials and Supplies Grant  LCFF Supplemental/Concentration Materials and Supplies Grant  LCFF Supplemental/Concentration Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies Income  Total Amount of Payment: State Lottery  Maintenance Agreement-Copies  Total Amount of Payment: State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total Amount of Payment: Books Other Than Textbooks  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Communications - Postage  Unrestricted Resources  Materials and Supplies  Communications - Postage  Unrestricted Resources  Materials and Supplies  State Lottery  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Communications - Postage  Unrestricted Resources  Materials and Supplies  State Lottery  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  State Lottery  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Other Reviews and Supplies  Total Amount of Payment:  State Lottery  Materials and Supplies  Total Amount of Payment:  State Lottery  Total Amount of Payment:  State	Unrestricted Resources  Charles For Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies  Sate Lottery  Materials and Supplies  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  State Lottery  Total For Fund Number: 0100  Total For Fu	14 ARAMARK UNIFORM SERVIC PV - 170158 0100-0000-8200-580000-000
Cutter Supplemental/Concentration Materials and Supplies  Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies Grant  LCFF Supplemental/Concentration Materials and Supplies Grant  LCFF Supplemental/Concentration Materials and Supplies Grant  ASA-Title I Basic Grants Low Materials and Supplies income  Total Amount of Payment  State Lottery Maintenance Agreement-Copies  Total Amount of Payment:  Books Other Than Textbooks  Total Amount of Payment:  State Lottery Books Other Than Textbooks  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Materials and Suppliese  Unrestricted Resources Materials and Suppliese  Total Amount of Payment:  Unrestricted Resources Materials and Suppliese  Total Amount of Payment:  Unrestricted Resources Materials and Suppliese  Total For Fund Number: 0100	CUEFF Supplemental/Concentration Materials and Supplies  Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies Grant LCFF Supplemental/Concentration Materials and Supplies Grant LCFF Supplemental/Concentration Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies I Total Amount of Payment:  State Lottery Maintenance Agreement-Copies State Lottery Books Other Than Textbooks Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Total Amount of Pa	PV - 170159 0100-0000-0-0000
Total For Fund Number: 0100  Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies  Grant IASA-Title I Basic Grants Low Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies Income I Total Amount of Payment State Lottery  Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total Amount of Payment:  IASA-Title I Basic Grants Low Other Services and Operating Income  Total Amount of Payment:  Basic Crants Low Other Services and Operating Income  Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  Total Amount of Payment:  Books Other Than Textbooks  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Total For Fund Number: 0100	Total For Fund Number: 0100  Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies Grant LCFF Supplemental/Concentration Materials and Supplies Grant LCFF Supplemental/Concentration Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies Income I Total For Fund Number: 0100  Total Amount of Payment:  State Lottery Maintenance Agreement-Copies State Lottery Maintenance Agreement-Copies State Lottery Maintenance Agreement-Copies State Lottery Maintenance Agreement-Copies State Lottery Charl For Fund Number: 0100  Total For Fund Number: 0100	
Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies Grant LCFF Supplemental/Concentration Materials and Supplies Grant LCFF Supplemental/Concentration Materials and Supplies Grant LCFF Supplemental/Concentration Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies Income Total For Fund Number: 0100 Total For Fund Number: 0100 Total Amount of Payment State Lottery Maintenance Agreement-Copies Total For Fund Number: 0100	Total Amount of Payment:  LCFF Supplemental/Concentration Materials and Supplies  Carant LCFF Supplemental/Concentration Materials and Supplies  LCFF Supplemental/Concentration Materials and Supplies  Income Income Income Total For Fund Number: 0100  Total Amount of Payment: State Lottery Maintenance Agreement-Copies  Total Amount of Payment: State Lottery Maintenance Agreement-Copies  Total Amount of Payment: IASA-Title I Basic Grants Low Maintenance Agreement-Copies  State Lottery Maintenance Agreement-Copies  Total For Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment: State Lottery Materials and Supplies  Total Amount of Payment: State Lottery Materials and Supplies  Total Amount of Payment: State Lottery Materials and Supplies  Total Amount of Payment: Ourestricted Resources Materials and Supplies  Total Amount of Payment: Unrestricted Resources Materials and Supplies  Total Amount of Payment: Unrestricted Resources Materials and Supplies  Total Amount of Payment: Unrestricted Resources  Matl & SupplGusoline/Dieset Fuel Total Amount of Payment:  Unrestricted Resources  Matl & SupplGusoline/Dieset Statel Lottery  Total Amount of Payment:  Unrestricted Resources  Matl & SupplGusoline/Dieset Statel Total For Fund Number: 0100  Total Amount of Payment: State Lottery  Materials and Supplies  Total Amount of Payment: State Lottery  Total Amount of Payment: State Lottery  Total Amount of Payment: State Lottery  Total For Fund Number: 0100	
Crart Supplemental/Concentration Materials and Supplies Crant LCFF Supplemental/Concentration Materials and Supplies InSA-Title I Basic Grants Low Materials and Supplies Income Total For Fund Number: 0100	CEFF Supplementative oncentration Materials and Supplies  Cirant  [ASA-Title I Basic Grants Low Materials and Supplies s income  [ASA-Title I Basic Grants Low Materials and Supplies s income  [ASA-Title I Basic Grants Low Materials and Supplies s income  [Total For Fund Number: 0100  Total For Fund Number: 0100	406 CDW-G PO - 1617062 0100-0332-0-1110
LCFF Supplementat/Concentration Materials and Supplies  Grant IASA-Title I Basic Grants Low Materials and Supplies  IASA-Title I Basic Grants Low Materials and Supplies  I Total Amount of Payment:  State Lottery Maintenance Agreement-Copies  Total For Fund Number: 0100	LCFF Supplementat/Concentration Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies IASA-Title I Basic Grants Low Materials and Supplies Income I Total Amount of Payment: State Lottery State Lottery State Lottery Adminenance Agreement-Copies State Lottery Maintenance Agreement-Copies Total Amount of Payment: IASA-Title I Basic Grants Low Other Services and Operating Expenditures Total Amount of Payment: IASA-Title I Basic Grants Low Other Services and Operating Expenditures Total Amount of Payment: Iotal Amount of Payment: State Lottery Total For Fund Number: 0100 Total Amount of Payment: Unrestricted Resources Materials and Supplies Total Amount of Payment: Unrestricted Resources Materials and Supplies Total For Fund Number: 0100	
IASA-Title I Basic Grants Low Materials and Supplies s Income IASA-Title I Basic Grants Low Materials and Supplies Income Total For Fund Number: 0100 Total Amount of Payment: IASA-Title I Basic Grants Low Maintenance Agreement-Copies State Lottery Maintenance Agreement-Copies Total For Fund Number: 0100 Total For Fund Number: 0100 Total For Fund Number: 0100 Total Amount of Payment: Books Other Than Textbooks Total Amount of Payment: Unrestricted Resources Matterials and Supplies Total Amount of Payment: Unrestricted Resources Matterials and Supplies Unrestricted Resources Matterials and Supplies Total Amount of Payment: Unrestricted Resources Matterials and Supplies Total For Fund Number: 0100	IASA-Title I Basic Grants Low Materials and Supplies s Income I Asia Portal For Fund Number: 0100  Total Amount of Payment:  State Lottery State Lottery State Lottery Admintenance Agreement-Copies State Lottery Maintenance Agreement-Copies Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0100  Total For Fund Amount of Payment: Unrestricted Resources Malt & Supplies Fuel  Total Amount of Payment: Unrestricted Resources Malt & Suppli- Gasoline/Diesel Fuel Total Amount of Payment:  Unrestricted Resources  Malt & Supplies Fuel Total Amount of Payment:  Unrestricted Resources Fuel Total Amount of Payment:  Outpublications - Postage Fuel Total Amount of Payment:  Unrestricted Resources Fuel Total Amount of Payment:  Supplies  Total Amount of Payment:  Outpublications - Postage  Unrestricted Resources Fuel Total Amount of Payment:  Supplies  Total Amount of Payment:  Outpublications - Postage  Unrestricted Resources Fuel Total Amount of Payment:  Supplies  Total Amount of Payment:  Outpublications - Postage  Unrestricted Resources  Total Amount of Payment:  Outpublications - Postage	PO - 1617062 0100-0332-0-1110
ASA-Title I Basic Grants Low Materials and Supplies State Lottery Total Amount of Payment:  State Lottery Maintenance Agreement-Copies Total Amount of Payment:  State Lottery Maintenance Agreement-Copies State Lottery Maintenance Agreement-Copies State Lottery Maintenance Agreement-Copies State Lottery Maintenance Agreement-Copies Total For Fund Number: 0100 Total For Fund Number: 0100 Total For Fund Number: 0900 Total For Fund Number: 0900 Total For Fund Number: 0100	ASA-Title I Basic Grants Low   Materials and Supplies   Total For Fund Number: 0100   S1     Total Amount of Payment   State Lottery   Maintenance Agreement-Copies     Total For Fund Number: 0100     Total For Fund Number: 0100     Total Amount of Payment:     State Lottery   Books Other Than Textbooks     Total For Fund Number: 0900     Total Amount of Payment:     Unrestricted Resources   Materials and Supplies     Total Amount of Payment:     Unrestricted Resources   Materials and Supplies     Total For Fund Number: 0100	PO - 1617062 0100-3010-0-1110
Total For Fund Number: 0100  State Lottery  Auterials and Supplies  Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  State Lottery  Total Amount of Payment:  IASA-Title I Basic Grants Low  Total Amount of Payment:  Books Other Services and Operating  Expenditures  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0100	Total For Fund Number: 0100  Total For Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment:  State Lottery  State Lottery  State Lottery  State Lottery  Total Amount of Payment:  Admintenance Agreement-Copies  State Lottery  Total For Fund Number: 0100	PO - 1617062 0100-3010-0-1110-1600-430000-000
State Lottery  Materials and Supplies  Total Amount of Payment:  State Lottery  State Lottery  Maintenance Agreement-Copies  Maintenance Agreement-Copies  Maintenance Agreement-Copies  Maintenance Agreement-Copies  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total For Fund Number: 0100  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Suppli-Gasoline/Diesel  Fuel  Total For Fund Number: 0100	State Lottery  Materials and Supplies  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Suppli- Gasoline/Diesel Fuel  Total For Fund Number: 0100	
Total For Fund Number: 0100  Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Communications - Postage  Unrestricted Resources  Matl & SupplGasoline/Diesel  Fuel  Total For Fund Number: 0100	Total For Fund Number: 0100  Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total For Fund Number: 0900  Total Amount of Payment:  State Lottery  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0100  Sample Resources  Mattl & Suppl Gasoline/Diesel Fuel  Total For Fund Number: 0100  Sample Fund Number: 0100  Total For Fund Number: 0100	1258 CONTRACT PAPER GROUP IN PO - 1617053 0100-1100-0-1110-1
Total For Fund Number: 0100  Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0100	Total Amount of Payment:  State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total Amount of Payment: IASA-Title I Basic Grants Low Income  Total Amount of Payment: Books Other Than Textbooks  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Sgreen	
State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total Amount of Payment: IASA-Title I Basic Grants Low  Couler Services and Operating Expenditures  Total Amount of Payment: State Lottery  Books Other Than Textbooks  Total For Fund Number: 0100	State Lottery  Maintenance Agreement-Copies  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total Amount of Payment:  Income  Total Amount of Payment:  State Lottery  Total Amount of Payment:  State Lottery  Total Amount of Payment:  State Lottery  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Material Amount of Payment:  Sample Supplication - Postage  Unrestricted Resources  Sample Supplication - Postage  Sample Supplication -	
State Lottery  State Lottery  Maintenance Agreement-Copies  Total For Fund Number: 0100  Total For Fund Number: 0900  Total Amount of Payment:  State Lottery  Total For Fund Number: 0900  Total For Fund Number: 0100	State Lottery  Maintenance Agreement-Copies  State Lottery  Total For Fund Number: 0100  Total For Fund Number: 0100  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  State Lottery  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  State Lottery  Total For Fund Number: 0100	1097 DE LAGE LANDEN PV - 170161 0100-1100-0-1110-10
State Lottery  Total For Fund Number: 0100  Total Amount of Payment: IASA-Title I Basic Grants Low Other Services and Operating Expenditures  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0100  Total Amount of Payment: Unrestricted Resources  Matter & Suppl Gusoline/Dieset Fuel  Total For Fund Number: 0100	State Lottery  Total For Fund Number: 0100  Total Amount of Payment: IASA-Title I Basic Grants Low Other Services and Operating Expenditures  Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  Unrestricted Resources  Matal Amount of Payment:  Sales  Total For Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment:  Sales  Total For Fund Number: 0100	
Total For Fund Number: 0100  Total Amount of Payment: IASA-Title I Basic Grants Low Other Services and Operating Income Total For Fund Number: 0100  Total For Fund Number: 0900 Total For Fund Number: 0900 Total For Fund Number: 0100 Total For Fund Number: 0100 Total For Fund Number: 0100 Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGasoline/Diesel Fuel Total For Fund Number: 0100  Total For Fund Number: 0100	Total For Fund Number: 0100  Total Amount of Payment: IASA-Title I Basic Grants Low Other Services and Operating Expenditures Income Expenditures  Total For Fund Number: 0100  Total Amount of Payment: Unrestricted Resources Materials and Supplies  Total For Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment: Unrestricted Resources Materials and Supplies  Total Amount of Payment: Unrestricted Resources Materials SuppliGasoline/Diesel S  Fuel  Total For Fund Number: 0100  Total Amount of Payment: S	101011
Total Amount of Payment:  IASA-Title I Basic Grants Low Other Services and Operating Income  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Unrestricted Resources  Unrestricted Resources  Watl & SupplGusoline/Diesel Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Communications - Postage  Unrestricted Resources  Watl & SupplGusoline/Diesel Fuel Total For Fund Number: 0100	Total Amount of Payment:  IASA-Title I Basic Grants Low Other Services and Operating Expenditures  Total For Fund Number: 0100  Total Amount of Payment:  State Lottery Books Other Than Textbooks  Total For Fund Number: 0900  Total Amount of Payment:  Unrestricted Resources Materials and Supplies  Total Amount of Payment:  Unrestricted Resources Communications - Postage  Unrestricted Resources Matl & SupplGasoline/Diesel Fuel  Total Amount of Payment:  Unrestricted Resources Fuel  Total Amount of Payment:  Sample Supplement:  Total Amount of Payment:  Sample Supplement:  Unrestricted Resources Supplement:  Total Amount of Payment:  Sample Supplement:  Samp	
Income Income Income Income Expenditures Total For Fund Number: 0100 Total Amount of Payment: State Lottery Total For Fund Number: 0900 Total Amount of Payment: Unrestricted Resources Materials and Supplies Total Amount of Payment: Unrestricted Resources Connumications - Postage Unrestricted Resources Matl & SupplGusoline/Dieset Fuel Total For Fund Number: 0100	Income Income Income Income Income Income Total For Fund Number: 0100 Total For Fund Number: 0100 Total For Fund Number: 0900 Total For Fund Number: 0900 Total For Fund Number: 0100 Total Amount of Payment: Unrestricted Resources Matel & SupplGasoline/Diesel Fuel Total For Fund Number: 0100 Total For Fund Number: 0100 STOTAL Amount of Payment: Unrestricted Resources Matel & SupplGasoline/Diesel Fuel Total Amount of Payment: Stotal Amount of Pay	1278 EDMENTUM INC. PO - 1617064 0100-3010-0-1110 1000 sepanda espanda espa
Total For Fund Number: 0100  Total Amount of Payment:  State Lottery  Total For Fund Number: 0900  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Communications - Postage  Unrestricted Resources  Matl & Suppl Gusoline/Dieset Fuel  Total For Fund Number: 0100  Total For Fund Number: 0100	Total For Fund Number: 0100  Total For Fund Number: 0900  Total For Fund Number: 0900  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Materials Amount of Payment:  Unrestricted Resources  Materials SupplGasoline/Diesel  Fuel  Total For Fund Number: 0100  Total Amount of Payment:  Signal For Fund Number: 0100  Total Amount of Payment:  Signal For Fund Number: 0100	
State Lottery  State Lottery  Total For Fund Number: 0900  Total For Fund Number: 0900  Total For Fund Number: 0100  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources  Communications - Postage  Unrestricted Resources  Matl & SupplGasoline/Diesel  Fuel  Total For Fund Number: 0100  Total For Fund Number: 0100	State Lottery  State Lottery  Total For Fund Number: 0900  Total Amount of Payment:  Unrestricted Resources  Total Amount of Payment:  Unrestricted Resources  Communications - Postage  Unrestricted Resources  Matel & SupplGasoline/Diesel  Fuel  Total Amount of Payment:  State Amount of Payment:  State Amount of Payment:  Total Amount of Payment:  State Amount of Payment:  Stat	
State Lottery  Total For Fund Number: 0900  Total Amount of Payment:  Unrestricted Resources  Total Amount of Payment:  Unrestricted Resources  Communications - Postage  Unrestricted Resources  Matl & SupplGusoline/Dieset Fuel  Total For Fund Number: 0100	State Lottery  Total For Fund Number: 0900  Total Amount of Payment:  Unrestricted Resources  Materials and Supplies  Total Amount of Payment:  Unrestricted Resources  Communications - Postage  Unrestricted Resources  Matl & SupplGasoline/Diesel  Fuel  Total For Fund Number: 0100  State Amount of Payment:  State Amount of Pay	
Total For Fund Number: 0900  Total Amount of Payment: Unrestricted Resources  Unrestricted Resources  Unrestricted Resources  Unrestricted Resources  Matl & SupplGasoline/Diesel Fuel  Total For Fund Number: 0100  Total For Fund Number: 0100  Total For Fund Number: 0100	Total For Fund Number: 0900  Total Amount of Payment: Unrestricted Resources Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGasoline/Diesel Fuel Total For Fund Number: 0100 S Total Amount of Payment: S	703 righdwriting without 1 cars, Inc. PO - 1617063 0900-1100-0-1110-1000-420000-000
Unrestricted Resources Materials and Supplies  Total For Fund Number: 0100  Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGusoline/Diesel Fuel Total For Fund Number: 0100	Unrestricted Resources Materials and Supplies Total For Fund Number: 0100 Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGasoline/Diesel Fuel Total For Fund Number: 0100 S	
Unrestricted Resources Materials and Supplies  Total For Fund Number: 0100  Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGusoline/Dieset Fuel Total For Fund Number: 0100	Untestricted Resources Materials and Supplies  Total For Fund Number: 0100  Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGasoline/Diesel S Fuel Total For Fund Number: 0100  Total Amount of Payment:	1288 OMEGA INDISTRIAL SUPPLY BY . 120157 OLOG GOOD G GOOD W
Total For Fund Number: 6100  Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGusoline/Diesel S Fuel Total For Fund Number: 6100	Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources Communications - Postage  Unrestricted Resources Matl & SupplGasoline/Diesel S Fuel  Total For Fund Number: 0100 S Total Amount of Payment:	
Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGasoline/Diesel S Fuel Total For Fund Number: 0100	Total Amount of Payment: Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGasoline/Diesel \$ Fuel Total For Fund Number: 0100 \$	
Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGusoline/Diesel \$ Fuel Total For Fund Number: 6100	Unrestricted Resources Communications - Postage Unrestricted Resources Matl & SupplGasoline/Dieset \$ Fuel Total For Fund Number: 0100 \$ Total Amount of Payment:	
Unrestricted Resources Matl & SupplGusoline/Diesel \$ Fuel Total For Fund Number: 0100	Unrestricted Resources Matl & SupplGasoline/Diesel \$ Fuel Total For Fund Number: 0100 \$. Total Amount of Payment: \$:	NOE OIL CO. PV - 1/0153
		PV - 170160 0100-0000-0-0000-3

ial Payment Register

Page 2 of 3 10/6/201610:02:23AM

Commercial Payment Register For Payments Dated: 09/23/2016

18 Kit Carson Union Elementary School District

	1						{														ý
Amount	\$150.00	\$150.00	S150.00	\$9,170.08	\$9,170.08	\$9,170.08	\$120.94	\$120,94	\$120.93	\$120.93	5241.87	\$580.00	\$128.33	\$708.33	\$708.33	\$700.00	\$700.00	\$700.00	\$551.62	\$551.62	\$551.62
Object	LCFF Supplemental/Concentration Other Services and Operating Grant Expenditures	Total For Fund Number: 0900	Total Amount of Payment:	Etectricity	Total For Fund Number: 0100	Total Amount of Payment:	Maintenance Agreement-Copies	Total For Fund Number: 0100	Maintenance Agreement-Copies	Total For Fund Number: 0900	Total Amount of Pnyment:	Travel and Conferences	Dues and Meniberships	Total For Fund Number: 0100	Total Amount of Pnyment:	LCFF Supplemental/Concentration Other Services and Operating Grant Expenditures	Total For Fund Number: 0100	Total Amount of Payment:	Other Services and Operating Expenditures	Total For Fund Number: 0100	Total Amount of Payment:
Resource	LCFF Supplemental/Concentr Grant	Total F		Unrestricted Resources	Total F		Unrestricted Resources	Total F	Unrestricted Resources	Total F	Tota	Unrestricted Resources	Unrestricted Resources	Total F	Tob	LCFF Supplemental/Concents Grant	Total I	-	Unrestricted Resources	Total 1	Tot
FD - RE - PY- GO - FN - OB - SI	0900-0332-0-1110-1000-280000-000			0100-0000-0-0000-8200-550020-000			0100-0000-0-0000-7300-560005-000		0900-0000-0-1110-1000-560005-000				0100-0000-0-0000-7150-530000-000			0100-0332-0-0000-2420-580000-060			PO - 1617060 0100-0000-0-1110-1000-580000-000		
Reference No	PV - 170154			PV - 170155		;	PV - 170152	,	PV - 170152			7 PV - 170156	PV - 170156			F PO - 1617059			PO - 1617060		
Document No Vendor No Vendor Name	SCHOOL PATHWAYS LLC			SO CALIF EDISON CO			US BANK		US BANK			CASBO PROFESSIONAL DEVI PV - 170156				FOLLETT EDUCATIONAL SEF PO - 1617059			GBC NATIONAL SERVICE		
Vendor N	897		1	330		;	1136	;	1136			09				112			804		
Document No	12529642			12529643			12529644		12529644			14017185				14017186			14017187		

Page 1 of 1 10/6/2016 10:02:23AM	Total \$30,638.49 \$393.94 \$31,032.43	i: \$ 31,032.43
Commercial Payment Register For Payments Dated: 09/23/2016	District: 18 Kit Carson Union Elementary School District Fund 0100 0900 Total# of Payments: 14	Total # of Payments: 14 Grand Total:

## Detail By Fund/Resource

				10/6/2016 10:02:31A
District	Fund	Resource		Amount
18 Kit Carson Union Elementary School District	tary School District	General Final		
			Unrestricted Resources	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )
		0000		87.090v
		0000	Unrestricted Resources	41,124.53
		0000	Unrestricted Resources	07:000
		0000	Unrestricted Resources	570 q3
		0000	Unrestricted Resources	57.57.5 EE 8018
		0000	Unrestricted Resources	\$ 55.00 \$ 5.00 \$
		0000	Unrestricted Resources	\$580.00
		0000	Unrestricted Resources	\$9.170 08
-		0000	Unrestricted Resources	\$120.94
			Total for Resource 0000	10 501 518
		0332	LCFF Supplemental/Concentration Gran	
		0332		00.000 00.000
		0332	LCFF Supplemental/Concentration Gran	\$180.00
			Total for Resource 0332	20 AAC C8
		1100	State Lottery	i T
		1100	State Lotterv	54, 116. / I
		1100	State Lottery	\$413.6U
				/ ħ · / 60 c
		3010	TANAL TANAL TOTAL TOTAL TANAL TANAN	\$5,027.78
		0100	r pasic Grants Low	\$8,545.01
		3010		\$1,320.00
		3010	IASA-Title I Basic Grants Low Income	\$596.53
			Total for Resource 3010	\$10.461 54
	0900 Ch	Charter Schools Fund	Total for Fund 0100	\$30,638.49
		0000	Unrestricted Resources	
			Total for Resource 0000	5T20.93
		0332	LCFF Supplemental/Concentration Cross	\$120.93
			LE - CE - CONCONCE DE L'ON PER CE DIN	00.0514

Page 2 of 2 10/6/2016 10:02:31AM		\$150.00 \$123.01 \$123.01 \$393.94 \$31,032.43	
Detail By Fund/Resource	Resource	Charter Schools Fund  Total for Resource 0332  1100 State Lottery  Total for Resource 1100  Total for Fund 0900  Total for District 18	
	Fund	18 Kit Carson Union Elementary School District 0900	
	District	18 Kit Carson Union	

Page 1 of 1	Amount		
		\$31,032.43	
Detail By Fund/Resource	Resource	Grand Total	
	Fund		
	District		

# School District Payment Order

District Name: Kit Carson Union Elementary School District

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

\$10,006.34 \$2,582.05	\$12,588.39	Boll				
ts 17	09/30/2016	B				
Warrants Credit Card Payments	Grand Total for Payments Dated:	Authorized Officer/Employee Or	Board Members *			
		<b>D</b>				

\* If this option is chosen, must have a majority of board members authorization (EC 42632)

	KCOE Examination and Approval	Date
Date	KCOE	Ву

This order must be returned to KCOE prior to distribution of payments.

#### Warrant Register For Warrants Dated 09/30/2016

Page 1 of I 10/6/2016 10:03:12AM

Warrant Number	Vendor Number	Vendor Name	Amount
12530503	14	ARAMARK UNIFORM SERVICES	\$88.24
12530504	20	AT&T	\$125.92
12530505	344	CALIFORNIA DEPARTMENT OF EDUCA	\$226.20
12530506	988	Central Valley Support Service	\$30.00
12530507	1304	FATIMA COELHO	\$97.50
12530508	638	EPS LITERACY AND INTERVENTION	\$132.00
12530509	535	STEVEN LLOYD	\$122,88
12530510	1206	MCGRAW-HILL SCHOOL EDUCATION	\$132.79
12530511	604	MORRIS LEVIN AND SON INC	\$50.00
12530512	1046	MULTI-TECH MOBILE SERVICE	\$2,296.42
12530513	246	OFFICE DEPOT	\$1,712.60
12530514	858	PITNEY BOWES INC.	\$125.78
12530515	268	PRODUCERS DAIRY FOODS INC	\$1,278.30
12530516	1292	REAL SCIENCE-4-KIDS	\$196.90
12530517	1045	RODRIGUEZ BROS INC	\$91.00
12530517	836	SOUTHWEST SCHOOL & OFF. SUPPLY	\$144.27
12530519	206	SYSCO FOOD SERVICES	\$3,155.54

**Total Amount of All Warrants:** 

\$10,006.34

## Credit Card Register For Payments Dated 09/30/2016

Page 1 of I 10/6/2016 10:03:22AM

Document Number	Vendor Number	Vendor Name	Amount
14017257	1093	CALTRONICS BUSINESS SYSTEMS	\$619.00
14017258	112	FOLLETT EDUCATIONAL SERVICES	\$18.97
14017259	1079	GEIL ENTERPRISES INC	\$359.00
14017260	1047	MOBILE MODULAR MANAGEMENT CORP	\$888.00
14017261	524	SUPPLYWORKS INC	\$697.08

Total Amount of All Credit Card Payments:

\$2,582.05

Page 1 of 5 10/6/201610:02:57AM

# Commercial Payment Register For Payments Dated: 09/30/2016

18 Kit Carson Union Elementary School District

	1						6															ŀ										
Amount	\$88.24	\$88.24	\$88.24	\$125.92	\$125.92	\$125.92	\$226.20	\$226,20	\$226.20	\$30.00	\$30,00	\$30.00	\$97.50	\$97.50	897.50	\$132.00	\$132.00	\$132.00	\$122.88	\$122.88	\$122.88	\$132.79	\$132.79	5132.79	\$50.00	\$50.00	SS0.00	\$97.50	\$97.50	\$97.50		\$97.50
Object	Other Services and Operating Expenditures	Total For Fund Number: 0100	Fotal Amount of Payment:	Communications - Telephone	Total For Fund Number: 0100	Total Amount of Payment:	ograms Food	Total For Fund Number: 1300	Fotal Amount of Payment:	Other Services and Operating Expenditures	Total For Fund Number: 0100	Total Amount of Payment:	All Other Local Revenues	Total For Fund Number: 1200	Total Amount of Payment:	ials Books Other Than Textbooks	Total For Fund Number: 0100	Total Amount of Payment:	Materials and Supplies	Total For Fund Number: 0100	Total Amount of Payment:	Books Other Than Textbooks	Total For Fund Number: 0100	Total Amount of Payment:	ACCL. Other Services and Operating Expenditures	Fotal For Fund Number: 0100	Total Amount of Payment:	Other Services and Operating Expenditures	Other Services and Operating Expenditures	Other Services and Operating	Expenditures	Other Services and Operating Expenditures
Resource	Unrestricted Resources	Total	•	Unrestricted Resources	Tota	T,	Child Nutrition - School Programs Food	Total	Te	Unrestricted Resources	Tota		Latchkey	Tota	Ŧ	Lottery:Instructional Materials	Tota		Stale Lottery	Tota		State Lottery	Tota	H	Ongoing & Major Maint. Acct.	Fote		Unrestricted Resources	Unrestricted Resources	Unrestricted Resources		Ontestricted Resources
FD - RE - PY - GO - FN - OB - SI	0100-0000-0-0000-8200-580000-000			0100-0000-0-0000-8200-590010-000			1300-5310-0-0000-3700-470000-000			0100-0000-0-0000-7300-580000-000			1200-0037-0-0000-0000-869900-000			- 1617035 0100-6300-0-1110-1000-420000-000			0100-1100-0-1110-1000-430000-000			0100-1100-0-1110-1000-420000-000			- 1617070 0100-8150-0-0000-8110-580000-000			0100-0000-0-0000-3600-580000-000	0100-0000-0-0000-3600-580000-000	0100-0000-0-0000-3600-580000-000	200 000000 0000 00000 00000 0010	000-00000-0000-0000-0000-0000
.5	- 170173	ŧ		- 170178			- 170176			- 170181			- 170172						- 170166			. 1617069						1	/ - 170185	7 - 170185	170105	1
Vendor No Vendor Name Ref	ARAMARK UNIFORM SERVIC PV			AT&T			CALIFORNIA DEPARTMENT (PV			Central Valley Support Service PV			COELHO, FATIMA PV			EPS LITERACY AND INTERVI PO			LLOYD, STEVEN PV			MCGRAW-HILL SCHOOL EDL PO			MORRIS LEVIN AND SON INC PO			MULTI-TECH MOBILE SERVI: PV	Λd	Λd	i i	_
Vendor No	<b>7</b>			20			344			886			1304		!	869			535			1206			604			1046				
Document No	12530503			12530504			12530505			12530506			12530507			12530508			12530509			12530510			12530511			12530512				

Commercial Payment Register For Payments Dated: 09/30/2016

18 Kit Carson Union Elementary School District

Page 2 of 5 10/6/201610:02:57AM

	- 170185 0100-0000-0-0000-3600-580000-000 Unrestricted Resources
600-580000-000 Unrestricted Resources	
oversadiversities are confident resources	000-000000-0000-0-0000-0010
600-430000-000	- 1/0185 0100-0000-0-0000-3600-430000-000
ממט מטטמנג מכז	000 00000 BCTL 05520-0-1800 - 781051
000-0000-071	
120-430000-300	
000-430000-001	
700-430000-000	170171 0100-0000-0-0000-2700-430000-000
300-430000-000	170171 0100-0000-0-0000-7300-430000-000
700-430000-000	170171 0100-0000-0-0000-2700-430000-000
700-430000-000	170171 0100-0000-0-0000-2700-430000-000
700-430000-000	176171 0100-0000-0-0000-2700-430000-000
000-430000-000	170171 0100-1106-0-1110-1000-430000-000
000-430000-000	170187 0100-0332-0-1133-1000-430000-000
120-430000-000	- 170187 0100-6500-0-5770-1120-430000-000
700-560000-000	- 170180 0100-0000-0-0000-2700-560000-000
American de grant de grape que que que que propositivo intelédade de la colonidade de destante de commune de c	
700-470000-000	- 170164 1300-5310-0-0000-3700-470000-000
700-470000-000	170167 1300-5310-0-0000-3700-470000-000
700-470000-000	170175 1300-5310-0-0000-3700-470000-000
000-430000-000	- 1617065 0900-1100-0-1110-1000-430000-000
	6
1110-450000-1000	- 1/0168 0100-8130-0-0000-8110-430000-000

yment Register

Page 3 of 5

10/6/201610:02:57AM

Commercial Payment Register For Payments Dated: 09/30/2016

18 Kit Carson Union Elementary School District

\$20.00 \$129.00 \$359.00 \$72.69 \$225.48 \$45.29 \$14.56 \$935.90 \$921.61 \$619.00 \$210.00 \$359.00 \$888.00 \$888.00 \$39.22 \$900.79 \$16,01 \$619.00 \$18.97 \$14.30 \$144.27 \$32.22 \$26,25 \$14.22 \$3,082.85 \$420.33 \$182.66 \$18.97 \$18.97 \$144.27 53,155.54 \$122.23 Amount Prof. Serv. & Oper. Exp. - Alarms Prof. Serv. & Oper. Exp. - Alarms Prof. Serv. & Oper. Exp. - Alarms Maintenance Agreement-Copies Books Other Than Textbooks Child Nutrition - School Programs Other Food Service Supplies Child Nutrition - School Programs Other Food Service Supplies Child Nutrition - School Programs Other Food Service Supplies Rentals, Leases and Repairs Muterials and Supplies Materials and Supplies Total For Fund Number; 0100 Total Amount of Payment: Fotal For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 0900 Total Amount of Payment: Total For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 2500 Total For Fund Number: 1300 Total For Fund Number: 0100 Total Amount of Payment: Food Food Child Nutrition - School Programs Food Child Nutrition - School Programs Child Nutrition - School Programs Child Nutrition - School Programs Unrestricted Resources Unrestricted Resources Unrestricted Resources Unrestricted Resources Unrestricted Resources Unrestricted Resources Resource State Lottery 0100-0000-0-0000-2700-580016-000 0100-0000-0-0000-2700-380016-000 2500-0000-0-0000-8700-560000-124 0100-0000-0-0000-7300-560005-000 0100-1100-0-1110-1000-430000-000 FOLLETT EDUCATIONAL SEF PO - 1617066 0900-1100-0-1110-1000-4200000-0000 0100-0000-0-0000-2700-580016-000 1300-5310-0-0000-3700-470000-000 1300-5310-0-0000-3700-470000-000 1300-5310-0-0000-3700-470000-000 1300-5310-0-0000-3700-470010-000 1300-5310-0-0000-3700-470000-000 0100-1100-0-1110-1000-430000-000 0100-0000-0-0000-7100-430000-000 0100-1100-0-1110-1000-430000-000 0100-1100-0-1110-1000-430000-000 1300-5310-0-0000-3700-470010-000 1300-5310-0-0000-3700-470010-000 0100-1100-0-1110-1000-430000-020 0100-1100-0-1110-1000-430000-020 0100-1100-0-1110-1000-430000-004 FD - RE - PY-GO - FN - OB - SI MOBILE MODULAR MANAGI PV - 170182 PV - 170162 PV - 170183 CALTRONICS BUSINESS SYS' PV - 170170 . 170162 PV - 170170 . 170170 PV - 170165 PV · 170163 - 170177 PV - 170186 - 170165 . 170165 - 170163 - 170174 - 170165 - 170177 - 170163 PV - 170169 PV - 170184 Reference No ΡV ΡV ΡV λ ₽ δ ₹ ΡV PΛ 2 SOUTHWEST SCHOOL & OFF GEIL ENTERPRISES INC SYSCO FOOD SERVICES SYSCO FOOD SERVICES Document No Vendor No Vendor Name 1047 1079 1093 836 112 206 206 14017260 14017258 12530519 14017257 14017259 12530519 12530518

\$888.00

Total Amount of Payment:

Page 4 of 5 10/6/201610:02:57AM	Amount	-\$130.57	\$569.99	\$245.85	\$11.81	\$697.08	8697.08	š		
	Object	Materials and Supplies	Materials and Supplies	Materials and Supplies	Materials and Supplies	Total For Fund Number: 0100	Total Amount of Payment:			
Register 80/2016	Resource	Ongoing & Major Maint. Acct.	Unrestricted Resources	Ongoing & Major Maint. Acet.	Ongoing & Major Mainl. Accl.	Total For Fu	Total An			
Commercial Payment Register For Payments Dated: 09/30/2016	FD - RE - PY- GO - FN - OB - SI	0100-8150-0-0000-8110-430000-000	PV - 170179 0100-0000-0-0000-8200-430000-000	0100-8150-0-0000-8110-430000-000	0100-8150-0-0000-8110-430000-000					
	Reference No	CM - 1707	PV - 170179	PV - 170188	PV · 170189					
18 Kit Carson Union Elementary School District	اه	14017261 524 SUPPLYWORKS INC								

Commercial Payment Register For Payments Dated: 09/30/2016	Page 1 of 1 10/6/2016 10:02:57AM
District: 18 Kit Carson Union Elementary School District	
Fund	Total
0010	26,799.67
0060	\$215.87
1200	\$97.50
1300	\$4,587.35
	\$888.00
Total # of Payments: 22	\$12,588.39
Total # of Payments: 22 G <sub>1</sub>	Grand Total: \$ 12,588.39

rce
esour
Fund/R
By 1
Detail

		Detail By Fu	Fund/Resource	ΙΔ
				10/6/2016 10:03:05AM
District	Fund	Resource		Amount
18 Kit Carson Union Elementary School District 0100	hool District 0100 General	Fund		
			Unrestricted Resources	V C 88 87
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	30.023
		0000	Unrestricted Resources	\$32.22
		0000	Unrestricted Resources	397.50
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	, ,
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	\$1,028.92
		0000	Unrestricted Resources	00.088
		0000	Unrestricted Resources	06.58
		0000	Unrestricted Resources	(1)
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	\$125.78
		0000	Unrestricted Resources	\$16.01
		0000	Unrestricted Resources	\$20.00
A DESCRIPTION OF THE SECURITY OF THE PROPERTY	e en men met met met met en met met et met et met et met met met me	0000	Unrestricted-Resources	8-1-2-9-00-
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	\$569.99
		0000	Unrestricted Resources	\$35.46
		0000	Unrestricted Resources	\$64.11
			Total for Resource 0000	\$4,370.68
		0332	LCFF Supplemental/Concentration Gran	\$151.02
			Total for Resource 0332	\$151.02
		1100	State Lottery	\$182.66
		1100	State Lottery	\$420.33

0	
	/6/2016

10/6/2016 10:03:05	Amount		( ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° °	יי אר וויי אר ו	02.67	27.P1¢	S100 RB	\$14 30	000:511	\$122.23	\$132.79	\$1,719,09	\$132.00	\$132.00	521 49	70° × 11° × 10° ×	\$18.34	or 8718	18.11.8	-8130.57	S-2-4-5-8-5-	\$50.00	\$91.00	\$2,68		ያገዋሉ ዋር	\$18.97	\$215.87	
			State Lotterv					State Lottery	State Lottery	State Lottery	State Lottery	Total for Resource 1100	Lottery: Instructional Materials	Total for Resource 6300	Special Education	Special Education	Special Education	Total for Resource 6500	Ongoing & Major Maint. Acct.	Ongoing & Major Maint. Acct.	Ongoing-&-Major-MaintAcct-	Ongoing & Major Maint. Acct.	Ongoing & Major Maint. Acct.	Total for Resource 8150	Total for Fund 0100	State Lottery	State Lottery	Total for Resource 1100	Total for Fund 0900
	Resource	t General Find		1100	1100	1100	1100	1100	1100	1100	1100		6300		6500	6500	6500		8150	8150	8.1-50	8150	8150		Charter Schools Fund	1100	1100		
	Fund	18 Kit Carson Union Elementary School District	0)																						0060				
	District	18 Kit Carso																			THE PART WHEN THE PART IN SOME MADE AND ADDRESS OF LAND ASSESSMENT OF								

/Resource
ਾਰੋ
Fun
ΒŊ
H
٠Ħ
ıψ
43
Ä
_

		T	T THE SOUTCE	Page 3 of 3 10/6/2016 10:03:05AM
District	Fund	Resource		Amount
18 Kit Carson Union Elementary School District	nentary School Distric	#		
	1200	Child Development	Fund	
		1600	Latchkey	597.50
			Total for Resource 0037	Off. 790
	1300	Cafeteria Fund	Total for Fund 1200	\$97.50
			Child Nutrition - School Programs	\$45,29
		5310	Child Nutrition - School Programs	\$226.20
		5310	Child Nutrition - School Programs	\$334.79
		5310	Child Nutrition - School Programs	\$471.76
		5310	Child Nutrition - School Programs	\$471.75
		5310	Child Nutrition - School Programs	\$225.48
		5310	Child Nutrition - School Programs	\$935.90
		5310	Child Nutrition - School Programs	\$14.56
		5310	Child Nutrition - School Programs	62.006\$
		5310	Child Nutrition - School Programs	\$921.61
		5310	Child Nutrition - School Programs	\$39.22
			Total for Resource 5310	\$4,587.35
	2500	CapitalFacilities	Total for Fund 1300 Fund	\$4,587.35
			Unrestricted Resources	\$888.00
	A COMMAND ALONG CHARGE CONTRACTOR OF CONTRACTOR OF CONTRACTOR OF CONTRACTOR C		Total for Resource 0000	\$888
			Total for Fund 2500 Total for District 18	
				\$12,588.39

		1	
Page 1 of 1 10/6/2016 10:03:05AM			
103:0			
'age 10:			
ы У			
201			
/9/(			
10	unt		
	Amount		
		ത	
		ຕ ອ	
		.55 88	
		\$12,588.39	
		₩.	
Ö			W
our		Grand Total	
स ८ ८		0 H	
/pu		and	
뎚	9	អូ	
ų.	Resource		
Detail By Fund/Resource	Re		
Det			
	Fund		
			100
	اب		E STATE OF THE STA
	District		
	Dist		-
			THE WAS CONTINUED IN CO.
	ı		

# School District Payment Order

District Name: Kit Carson Union Elementary School District

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

\$22,837.06 \$376.90	\$23,213.96	Boll					
is 11	10/07/2016	3					
warrants Credit Card Payments	Grand Total for Payments Dated:	Authorized Officer/Employee Or	Board Members *				
			П	٠			

\* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date \_

KCOE Examination and Approval	Date
KCOE Exa	By

This order must be returned to KCOE prior to distribution of payments.

#### Warrant Register For Warrants Dated 10/07/2016

Page 1 of 1

10/14/2016 1:51:52PM

Warrant Number	Vendor Number	Vendor Name	Amount
12531019	1305	Amazon	\$97.99
12531020	1298	Bank of America - 0420	\$2,092.22
12531021	1299	BANK OF AMERICA - 6660	\$589.99
12531022	1241	BANK OF AMERICA - 7914	\$666.38
12531023	1218	CITY OF HANFORD UTILITY SERVIC	\$823.03
12531024	1300	COOK'S COMMUNICATIONS CORP	\$171.00
12531025	1261	TRACEY LAMATTINO	\$21.49
12531026	1034	MID VALLEY DISPOSAL	\$510.00
12531027	285	ROE OIL CO.	\$848.98
12531028	325	SISC III	\$16,757.94
12531029	1074	VERIZON WIRELESS	\$258.04

Total Amount of All Warrants:

\$22,837.06

### Credit Card Register For Payments Dated 10/07/2016

Page I of I

10/14/2016 1:51:57PM

Document Number	Vendor Number	Vendor Name	Amount
14017364	60	CASBO PROFESSIONAL DEVELOPMENT	\$256.25
14017365	136	LEE CENTRAL CALIF. NEWSPAPERS	\$120.65

Total Amount of All Credit Card Payments:

\$376.90

Commercial Payment Register	For Payments Dated: 10/07/2016
18 Kit Carson Union Elementary School District	

Page 1 of 4 10/14/201 1:51:44PM

Document No	Vendor N	Vendor No Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI	Resource	Object	Amount
12531019	1305	Amitzon	PV - 170197	0100-0332-0-0000-2420-430000-099	LCFF Supplemental/Concentration Materials and Supplies Grant	Materials and Supplies	\$90.89
			PV - 170197	0100-0332-0-0000-2420-430000-099	LCFF Supplemental/Concentration Materials and Supplies Grant	Materials and Supplies	\$7.10
						Total For Fund Number: 0100	897.99
					Total An	Fotal Amount of Payment:	897.99
12531020	1298	Bank of America - 0420	PV - 170198	3 0100-0332-0-1156-1000-430000-000	LCFF Supplemental/Concentration Materials and Supplies	Materials and Supplies	\$322.48
			PV - 170198	3 0100-0332-0-1156-1000-430000-000	Crant Crant Crant	Materials and Supplies	\$453.34
			PV - 170198	3 0100-4035-0-1110-1000-520000-000	Title II Teacher Quality	Travel and Conferences	\$250.00
			PV - 170203	3 0100-0000-0-0000-7300-430000-000	Unrestricted Resources	Materials and Supplies	\$43.88
			PV - 170198	8 0100-0332-0-1156-1000-430000-000	LCFF Supplemental/Concentration Materials and Supplies	1 Materials and Supplies	\$12.24
			PV - 170198	8 0100-3010-0-1110-1000-580000-000	LASA-Title I Basic Grants Low Income	Other Services and Operating Expenditures	\$199,00
			PV - 170203	3 0100-0000-0-0000-2700-430000-000	Unrestricted Resources	Materials and Supplies	\$82.75
			PV - 170198	8 0100-1100-0-1110-1000-430000-000	State Lottery	Materials and Supplies	\$29.22
			PV - 170198	8 0100-1100-0-1110-1000-430000-000	State Lottery	Materials and Supplies	\$84.60
			PV - 170198	8 0100-3010-0-1110-1000-580000-000	IASA-Title I Basic Grants Low Income	Other Services and Operating Expenditures	\$109.95
			PV - 170198	8 0100-4035-0-1110-1000-430000-000	Title II Teacher Quality	Materials and Supplies	\$43.98
			PV - 170203	3 0100-0000-0-0000-2700-590030-000	Unrestricted Resources	Communications - Postage	\$15.99
					Total For F	Total For Fund Number: 0100	\$1,647.43
12531020	1298	Bank of America - 0420	PV - 170198	8 0900-1100-0-1110-1000-420000-000	State Lottery	Books Other Than Textbooks	\$26.98
			PV - 170203	3 0900-0332-0-1110-1000-430000-000	LCFF Supplemental/Concentration Materials and Supplies Grant	n Materials and Supplies	\$32.13
			PV - 170203	-	LCFF Supplemental/Concentration Grant	n Other Services and Operating Expenditures	\$23.96
			PV - 170203	0900-1100-0-1110-1000-420000-000	State Lottery	Books Other Than Textbooks	\$3.50
			PV - 170203	33 0900-1100-0-1110-1000-420000-000	State Lottery	Books Other Than Textbooks	\$37.98
					Total For F	Total For Fund Number: 0900	\$124.55
12531020	1298	Bank of America - 0420	PV - 170198	98 1300-5310-0-0000-3700-470000-000	Child Nutrition - School Programs Food	s Food	\$282.02
			PV - 170198	98 1300-5310-0-0000-3700-470000-000	Child Nutrition - School Programs	s Food	\$38.22
					Total For F	Total For Fund Number: 1300	\$320.24
						Total Amount of Payment:	\$2,092,22
12531021	1299	BANK OF AMERICA - 6660	PV - 170200	00 0100-0000-0-0000-7100-430000-000	Unrestricted Resources	Materials and Supplies	\$500.00
			PV · 170200	00 0100-0000-0-0000-7150-430000-000	Unrestricted Resources	Materials and Supplies	\$89.99
					Total For I	Total For Fund Number: 0100	\$589.99

Commercial Payment Register For Payments Dated: 10/07/2016

Page 2 of 4 10/14/201 1:51:44PM

Amount	\$589,99	\$358.06	\$308,32	\$666.38	8666.38	\$823.03	\$823.03	\$823.03	\$76.00	\$95.00	\$171.00	\$171.00	\$21.49	\$21.49	\$21.49	\$510.00	\$510.00	8510.00	\$787.93	\$61.05	00 07 00	5848.98	00.0000	32,112,18	05.050,614 07.705.18	\$14,251.88	\$2,506.06	\$2,506.06	\$16,757.94	\$258.04	\$258.04	\$258.04	\$206.25
Object	Amc	ct. Materials and Supplies	Materials and Supplies	Total For Fund Number: 0100	Total Amount of Payment:	Water/Sewer	Total For Fund Number, 0100	Fotal Amount of Payment:	Other Services and Operating Expenditures	Other Services and Operating Expenditures	Total For Fund Number: 0100	Total Amount of Payment:	Materials and Supplies	Total For Fund Number: 0100	Total Amount of Payment:	Gurbage	Total For Fund Number: 0100	Total Amount of Payment:	Matl & SupplGasoline/Diesel Fuel	Mad & SupplGasoline/Diesel	Total For Fund Number, 0100	Total Amount of Payments	Summer Health and Welfare	Health and Welfare	Retiree Benefits, certificated	Total For Fund Number: 0100	Health und Welfare	Total For Fund Number: 1300	Total Amount of Payment:	Communications - Telephone	Total For Fund Number: 0100	Total Amount of Payment:	Dues and Memberships
Resource	To	Ongoing & Major Maint, Acct.	Unrestricted Resources	Total	To	Unrestricted Resources	Total	To	Unrestricted Resources	Unrestricted Resources	Total		State Lottery	Total		Unrestricted Resources	Total		Unrestricted Resources	Unrestricted Resources	Total	- T	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Total	Unrestricted Resources	Total		Unrestricted Resources	Total		Unrestricted Resources
FD-RE-PY-GO-FN-OB-SI	000 00000 0110 0000 0 0210 0010	0100-8130-0-0000-8110-430000-000	0100-0000-0-0000-8200-430000-000			0100-0000-0-0000-8200-550030-000			0100-0000-0-0000-3600-580000-000	0100-0000-0-0000-3600-580000-000			0100-1100-0-1110-1000-430000-010			0100-0000-0-0000-8700-550050-000			0100-0000-0-0000-3600-430010-000	0100-0000-0-0000-8400-430010-000			0100-0000-0-0000-0000-951410-000	0100-0000-0-0000-0000-951400-000	0100-0000-0-1110-1000-370100-000		1300-0000-0-0000-0000-951400-000			0100-01000-0-0000-2700-590010-000			0100-0000-0-0000-7300-530000-000
Reference No	70007	t070/1	PV - 170204			- 170201			- 170191	PV - 170191		1	PV - 1,70196			PV - 170192			PV - 170190	PV - 170190			CM - 1708	PV - 170194	PV - 170194		PV - 170194			FV - 1/0202			1 PV - 170195
Vendor No Vendor Name	DANK OF AMEDICA 1914	BANA OF AMERICA - 1914				CITY OF HANFORD UTILITY: PV			COOK'S COMMUNICATIONS - PV				LAMATTINO, TRACEY			MID VALLEY DISPOSAL			ROE OIL CO.				SISC III				SISC III			VEKIZON WIKELESS			CASBO PROFESSIONAL DEVI PV
Vendor No						1218			1300				1261			1034		1	285				325				325			10/4		į	09
Document No	20010301	77016671				12531023			12531024				12531025			12531026			12531027				12531028				12531028			67018671			14017364

Page 3 of 4 10/14/201 1:51:44PM	Amount	\$50.00	\$256.25	\$256.25	\$120.65	\$120.65	\$120.65
	Object	Travel and Conferences	Total For Fund Number: 0100	Total Amount of Payment:	Prof. Serv. & Oper. Exp Advertising	Total For Fund Number: 0100	Total Amount of Payment:
Register 17/2016	Resource	Unrestricted Resources	Total F	Tota	Unrestricted Resources	Total I	Tot
Commercial Payment Register For Payments Dated: 10/07/2016	FD - RE - PY-GO - FN - OB - SI	0100-0000-0-0000-2700-520000-000			0100-0000-0-0000-7100-580040-000		
18 Kit Carson Union Elementary School District	Document No Vendor No Vendor Name Reference No	60 CASBO PROFESSIONAL DEVI PV - 170193 0100-0500-0-0000-2700-520000-000			136 LEE CENTRAL CALIF. NEWSI PV - 170199		
18 Kit Carson L	Document No	14017364			14017365		

Commercial Payment Register  For Payments Dated: 10/07/2016	Fund	Grand Total: \$ 23,213,96
	District: 18 Kit Carson Union Elementary School District Fund 0100 0900 1300 Total # of P	Total # of Payments: 13

ource
/Res
Fund
By
Detail

	Ω	Detail By Fu	Fund/Resource	Page 1 of 2 10/14/2016 1:51:49PM
istrict	Fund	Rasource		Amount
8 Kit Carson Union Elementary School District 0100	General	Fund		
		0000	Unrestricted Resources	\$258.04
		0000	Unrestricted Resources	\$510.00
		0000	Unrestricted Resources	\$15,036.36
		0000	Unrestricted Resources	\$1,327.70
		0000	Unrestricted Resources	-\$2,112.18
		0000	Unrestricted Resources	\$500.00
		0000	Unrestricted Resources	66.68\$
		0000	Unrestricted Resources	\$308,32
		0000	Unrestricted Resources	\$823.03
		0000	Unrestricted Resources	\$95.00
		0000	Unrestricted Resources	\$76.00
		0000	Unrestricted Resources	\$15.99
		0000	Unrestricted Resources	\$82.75
		0000	Unrestricted Resources	\$43.88
		0000	Unrestricted Resources	\$787.93
		0000	Unrestricted Resources	\$61.05
		0000	Unrestricted Resources	\$50.00
		0000	Unrestricted Resources	\$120.65
		0000	Unrestricted Resources	\$206.25
			Total for Resource 0000	\$18,280.76
		0332	LCFF Supplemental/Concentration Gran	\$453.34
		0332	LCFF Supplemental/Concentration Gran	\$322.48
		0332	LCFF Supplemental/Concentration Gran	\$12.24
		0332	LCFF Supplemental/Concentration Gran	\$7.10
		0332	LCFF Supplemental/Concentration Gran	68.06\$
			Total for Resource 0332	\$886.05
		1100	State Lottery	\$84.60
		1100	State Lottery	\$29.22

	نج
οĘο	4 9 P
Page 2	1:51:
	2016

10/14/201

MANATOR TROPING	Amount		\$21.49	\$135.31	\$109.95	\$199.00	\$308.95	\$250.00	\$43.98	\$293.98	\$358.06	\$358.06	\$20,263.11		\$32.13	\$23.96	\$56.09	\$3.50	\$37.98	\$26.98	\$68.46	\$124.55	\$2,506.06	\$2,506.06	\$282.02	\$38.22	\$320.24	\$2,826.30 \$23,213.96
			State Lottery	Total for Resource 1100	IASA-Title I Basic Grants Low Income	IASA-Title I Basic Grants Low Income	Total for Resource 3010	Title II Teacher Quality	Title II Teacher Quality	Total for Resource 4035	Ongoing & Major Maint. Acct.	Total for Resource 8150	Total for Fund 0100		LCFF Supplemental/Concentration Gran	LCFF Supplemental/Concentration Gran	Total for Resource 0332	State Lottery	State Lottery	State Lottery	Total for Resource 1100	Total for Fund 0900	Unrestricted Resources	Total for Resource 0000	Child Nutrition - School Programs	Child Nutrition - School Programs	Total for Resource 5310	Total for Fund 1300 Total for District 18
	Resource	General Fund	1100		3010	3010		4035	4035		8150		,	Charter Schools Fund	0332	0332		1100	1100	1100		Cafeteria Fund	0000		5310	5310		
	Fund	18 Kit Carson Union Elementary School District 0100											1 1	0060								1300						
	District	18 Kit Carson L	,																									

Page 1 of 1 10/14/2016 1:51:49PM	Amount	\$23,213.96
Detail By Fund/Resource	Resource	Grand Total
	Fund	
	strict	

# School District Payment Order

District Name: Kit Carson Union Elementary School District

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

\$252.41	\$4,114.45	Bl					
	10/14/2016	B					
Warrants Credit Card Payments	Grand Total for Payments Dated: 10/14/2016	Authorized Officer/Employee	ō	Board Members *			

\* If this option is chosen, must have a majority of board members authorization (EC 42632)

	KCOE Examination and Approval	Date
Date		Ву

This order must be returned to KCOE prior to distribution of payments.

#### Warrant Register For Warrants Dated 10/14/2016

Page I of I 10/14/2016 1:52:12PM

Warrant Number	Vendor Number	Vendor Name	Amount
	14	ARAMARK UNIFORM SERVICES	\$141.86
12531624	798	ASSOCIATED VALUATION SERVICES	\$289.13
1253 1625		LORI BRENNER	\$93.71
12531626	290		\$122.10
12531627	1180	DON LEE FARMS	\$263.12
12531628	1096	EDUCATIONAL DATA SYSTEMS	\$202.93
12531629	331	THE GAS COMPANY	\$135.69
12531630	986	Hanford Auto & Truck Parts Inc	\$65.00
12531631	1195	HEDGES PEST CONTROL	\$151.75
12531632	176	KINGS CO LOCKSMITH SERVICE	***
12531633	179	KINGS WASTE & RECYCLING AUTH	\$25.60
12531634	189	LAWNMOWER MAN	\$172.26
12531635	1033	Lawrence Tractor Inc	\$469.84
12531636	222	MICHAEL'S PLUMBING SUPPLIES	\$30.91
•	246	OFFICE DEPOT	\$195.50
12531637	268	PRODUCERS DAIRY FOODS INC	\$395.65
12531638		RODRIGUEZ BROS INC	\$91.00
1253 1639	1045	SYSCO FOOD SERVICES	\$1,015.99
12531640	206	212CO LOOD SEKAICES	

Total Amount of All Warrants:

\$3,862.04

### Credit Card Register For Payments Dated 10/14/2016

Page 1 of 1 10/14/2016 1:52:15PM

D Number	Vendor Number	Vendor Name	Amount
Document Number			\$6.41
14017456	225	MILLER'S RENTALAND INC	\$100.00
14017457	509	SAN JOAQUIN PEST CONTROL	<del>*</del>
	1002	SIGNAL COMMUNICATION SYSTEMS	\$146.00
14017458	1002	PIGINAL COMMODITORITION PICTURE	

Total Amount of All Credit Card Payments:

\$252.41

Page 1 of 3 10/14/201 1:52:00PM

### Commercial Payment Register For Payments Dated: 10/14/2016

18 Kit Carson Union Elementary School District

į		Vandam Marra	Reference No		FD - RE - PY-GO - FN - OB - SI	Resource	Object	Amount
Document No 12531624	vendor IN	Locument No Vendor Names  12531624 14 ARAMARK UNIFORM SERVIC PV - 170205	K PV - 17020	0	0	Unrestricted Resources	Other Services and Operating Expenditures	\$70.93
			PV - 170205		0100-0000-0-0000-8200-8200-98000-000	Unrestricted Resources	Other Services and Operating	\$70.93
						Total For I	Total For Fund Number: 0100	\$141.86
						Total A	Fotal Amount of Payment:	\$141.86
	9	OR IS NOLLY HAVE CHARLES	90C0Z1 - Ad 15		0100-0000-0-0000-2700-430000-000	Unrestricted Resources	Materials and Supplies	\$289.13
12531625	862	ASSUCIATED VALUATION				Total For	Total For Fund Number: 0100	\$289.13
						Total A	Total Amount of Payment:	\$289.13
	Ċ	DBENDACE TOBE	PV - 170207		0100-1100-0-1110-1000-430000-004	State Lottery	Materials and Supplies	\$93.71
12531626	067	BREININGIL, LOM				Total For	Total For Fund Number: 0100	\$93.71
						Total A	Total Amount of Payment:	593.71
	1100	DOM 1 RE EARMS	PV - 170208		1300-5310-0-0000-3700-470000-000	Child Nutrition - School Programs	ns Food	\$122.10
12531627	0.011	DOIN LEE FAMANA				Total For	Total For Fund Number: 1300	\$122.10
						Total /	Total Amount of Payment:	\$122.10
17531638	1096	EDUCATIONAL DATA SYSTE PV	TE PV - 170209		0100-0000-0-0000-5100-510000-000	Unrestricted Resources	Other Services and Operating	\$263.12
B5015C71						Total For	Expenditutes Total For Fund Number: 0100	\$263.12
						Total	Total Amount of Payment:	\$263.12
					000 01002 0400 0000 0 4000 000	Ilmmetricted Resources	(Fig.	50 505
12531629	331	GAS COMPANY, THE	PV - 170222		0100-01000-0-0000-0-0000			10.000
						1 Of 11 Of 1	Lotal For Fund Number. OLOG	3202.93
						Total	Total Amount of Payment:	\$202.93
00710301	980	Hanford Auto & Truck Parts Inc	Inc PV - 170210		0100-0000-0-0000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$126.89
06016671			νd.	170210 0	0100-0000-0-0000-3600-430000-000	Unrestricted Resources	Materials and Supplies	\$8.80
	٠					Total Fo	Total For Fund Number: 0100	\$135.69
						Total	Total Amount of Payment:	8135.69
	3011	LIEDCES BEST CONTROL	Λd	. 170211	0100-0000-0-0000-8200-550070-000	Unrestricted Resources	Pest Control	\$65.00
12331631	2611					Total Fo	Total For Fund Number: 0100	\$65.00
						Total	Total Amount of Payment:	865.00
26916521	176	KINGS CO LOCKSMITH SERV PV		- 170212	0100-0000-0-0000-8200-580000-000	Unrestricted Resources	Other Services and Operating	\$151.75
						Total Fc	Total For Fund Number: 0100	\$151.75
						Tota	Total Amount of Payment:	\$151.75
	130	KINGS WASTE & RECYCLING PV		- 170213	0100-0000-0-0000-8200-550050-000	Unrestricted Resources	Garbage	\$25.60
55015571						Total F	Total For Fund Number: 0100	\$25.60
						Tota	Total Amount of Payment:	\$25.60
1.5216261	081	1 AWNMOWER MAN	PV - 1	- 170214	0100-8150-0-0000-8110-430000-000	Ongoing & Major Maint. Acct.	t. Materials and Supplies	\$172.26
45015571								

Commercial Payment Register	<b>For Payments Dated: 10/14/2016</b>
18 Kit Carson Union Elementary School District	

nt Register

Page 2 of 3

10/14/201 1:52:00PM

\$146.00 \$100.00 \$146,00 \$100.00 \$100.00 \$395.65 \$91.00 \$91.00 591.00 \$79.73 \$1,015.99 \$6.41 \$6.41 56.41 \$395.65 \$395.65 \$1,015.99 \$195.50 \$195.50 \$936.26 \$9.65 \$195.50 \$172.26 \$469.84 5469.84 \$21.29 \$30.91 \$30.91 \$469.84 Amount Other Services and Operating Child Nutrition - School Programs Other Food Service Supplies Other Services and Operating LCFF Supplemental/Concentration Materials and Supplies Grant Materials and Supplies LCFF Supplemental/Concentration Materials and Supplies Grant Materials and Supplies Materials and Supplies Object Tatal Amount of Payment: Total For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 0100 Total For Fund Number: 0100 Fotal For Fund Number: 1300 Total Amount of Payment: Total For Fund Number: 1300 Total Amount of Payment: Total For Fund Number: 0100 Total Amount of Payment: Total Amount of Payment: Fotal For Fund Number: 0100 Total Amount of Payment: Fotal Amount of Payment: Total For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 0100 fotal For Fund Number: 0100 Expenditures Pest Control Expenditures Child Nutrition - School Programs Food Child Nutrition - School Programs Food Ongoing & Major Maint. Acct. Ongoing & Major Maint. Acct. Unrestricted Resources Unrestricted Resources Unrestricted Resources Unrestricted Resources Resource 0100-0000-0-0000-8200-580000-000  $0100\hbox{-}0000\hbox{-}0\hbox{-}0000\hbox{-}8200\hbox{-}550070\hbox{-}000$ 1300-5310-0-0000-3700-470000-000 1300-5310-0-0000-3700-470010-000 PV - 170216 0100-0332-0-0000-2495-430000-000 - 170219 0100-8150-0-0000-8110-430000-000 PV - 170217 0100-0332-0-1133-1000-430000-000 PRODUCERS DAIRY FOODS I PV - 170218 1300-5310-0-0000-3700-470000-000 0100-0000-0-0000-8200-430000-000 0100-0000-0-0000-8200-430000-000 0100-8150-0-0000-8110-580000-000 FD - RE - PY - GO - FN - OB - SI SIGNAL COMMUNICATION S PV - 170221 SAN JOAQUIN PEST CONTRO PV - 170220 PV - 170223 - 170223 - 170224 MICHAEL'S PLUMBING SUPP PV - 170215 - 170215 Reference No λd ٦ ۶ 2 MILLER'S RENTALAND INC SYSCO FOOD SERVICES RODRIGUEZ BROS INC Lawrence Tractor Inc OFFICE DEPOT Document No Vendor No Vendor Name 1002 1045 225 509 206 268 1033 222 246 14017458 14017457 12531640 14017456 12531639 12531637 12531638 12531636 12531635

5146.00

Total Amount of Payment:

Commercial Payment Register For Payments Dated: 10/14/2016	Page 1 of 1 10/14/201 1:52:00PM
District: 18 Kit Carson Union Elementary School District       Total         Fund       \$2,580.71         0100       \$1,533.74         1300       \$1,533.74         Total # of Payments: 20	
Total # of Payments: 20 Grand Total: \$ 4,114.45	

## Detail By Fund/Resource

10/14/2017	Amount		\$263.12	\$126.89	\$8.80	\$65.00	\$151.75	\$25.60	\$202,93	\$9.62	\$21.29	\$70.93	\$70.93	\$289.13	\$100.00	\$146.00	0000	ion Gran \$6.41	ion Gran \$195.50	0332 \$201.91	\$93.71	1100 \$93.71	\$91.00	\$172.26	\$469.84	8150 \$733.10	ınd 0100 \$2,580.71	Programs \$122.10	Programs \$936.26
			Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Unrestricted Resources	Total for Resource 0000	LCFF Supplemental/Concentration	LCFF Supplemental/Concentration	Total for Resource 0332	State Lottery	Total for Resource 1100	Ongoing & Major Maint. Acct.	Ongoing & Major Maint. Acct.	Ongoing & Major Maint. Acct.	Total for Resource 8150	Total for Fund 0100	Child Nutrition - School Pro	Child Nutrition - School Pro
	Resource	General Fund		0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000		0332	0332		1100		8150	8150	8150			Cafeteria Fund 5310	5310
	Fund	Kit Carson Union Elementary School District	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1																									1300	
	District	18 Kit Carsor																											

		Detail By F	By Fund/Resource	Page 2 of 2 10/14/2016 1:52:05PM
District	Fund	Resource		Amount
18 Kit Carson Union Elementary School District	mentary School District	Ϋ́		
	ISOU CA	Careteria fund 5310	Child Nutrition - School Programs	57.67\$
		5310	Child Nutrition - School Programs	\$395.65
			Total for Resource 5310	\$1,533.74
			Total for Fund 1300	51,533.74
			Total for District 18	rict 18 \$4,114,45

Page 1 of 1 10/14/2016 1:52:05PM	Amount	\$4,114.45
Detail By Fund/Resource	Resource	Grand Total
	Fund	
	rict	

## School District Payment Order

District Name: Kit Carson Union Elementary School District

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

warrants 15 S14,947.28 ard Payments 0	nts Dated: 10/21/2016 S14,947.28							
warrants Credit Card Payments	Grand Total for Payments Dated:		Authorized Officer/Employee	Or	Board Members *			
		`	7					

Date

By

KCOE Examination and Approval

Date.

This order must be returned to KCOE prior to distribution of payments.

#### Warrant Register For Warrants Dated 10/21/2016

Page 1 of 1 11/2/2016 2:10:05PM

Warrant Number	Vendor Number	Vendor Name	Amount
7.12.7	14	ARAMARK UNIFORM SERVICES	\$70.93
12532142	- ·	CALIFORNIA DEPARTMENT OF EDUCA	\$106.60
12532143	344		\$911.07
12532144	1097	DE LAGE LANDEN	\$72.00
12532145	1306	FRIENDS OF HISTORICAL KINGSBUR	\$858.84
12532146	1048	GILBERT ELECTRIC COMPANY	• • •
12532147	900	BECKY HOFER	\$129.32
12532148	1081	MICHELLE KING	\$50.25
	1270	MIKAYLA MAGGINI	\$330.00
12532149		MORRIS LEVIN AND SON INC	\$587.26
12532150	604	* *	\$891.29
12532151	268	PRODUCERS DAIRY FOODS INC	\$366.83
12532152	1292	REAL SCIENCE-4-KIDS	\$947.30
12532153	285	ROE OIL CO.	\$150.00
12532154	897	SCHOOL PATHWAYS LLC	*
12532155	330	SO CALIF EDISON CO	\$7,520.48
12532156	206	SYSCO FOOD SERVICES	\$1,955.11

Total Amount of All Warrants:

\$14,947.28

Commercial Payment Register

Page 1 of 3

11/2/2016 2:09:52PM

For Payments Dated: 10/21/2016

\$330.00 \$330.00 \$50.25 \$21.63 \$23.97 \$30.00 \$41.15 \$129.32 \$50.25 \$50.25 \$330.00 \$296.47 \$858.84 \$1.00 \$8.63 \$126.38 \$2.94 \$2.94 \$858.84 \$213.60 \$72.00 \$858.84 \$70.93 \$70.93 \$106.60 \$106.60 \$697.47 \$72.00 \$72.00 \$106.60 \$911.07 \$911.07 \$70.93 Amount Maintenance Agreement-Copies Maintenance Agreement-Copies Other Services and Operating Books Other Than Textbooks Other Services and Operating Rentals, Leases and Repairs Other Services and Operating Payroll Liability Holding Materials and Supplies Object Total Amount of Payment: Total For Fund Number: 0100 Total Amount of Payment: Total For Fund Number: 0100 Total For Fund Number: 0100 Total For Fund Number: 0900 Total Amount of Payment: Fotal For Fund Number: 0100 Total Amount of Payment: Fotal For Fund Number: 0100 Fotal For Fund Number: 0900 Fotal For Fund Number: 0100 Total For Fund Number: 1300 Expenditures Expenditures Expenditures Child Nutrition - School Programs Food Unrestricted Resources Resource State Lottery State Lottery State Lottery State Lottery State Lottery State Lottery Other Local State Lottery MORRIS LEVIN AND SON INC PV - 170238 0100-0000-0-0000-8200-560000-000 0100-9010-0-1135-4200-580000-000 0100-0000-0-0000-0000-952500-000 0100-0000-0-0000-2700-430000-000 0100-1100-0-1110-1000-430000-000 0900-0000-0-0000-2700-430000-000 0100-1100-0-1110-1000-420000-000 0100-1100-0-1110-1000-430000-000 0100-0000-0-0000-7100-430000-000 0100-1100-0-1110-1000-430000-000 0100-1100-0-1110-1000-560005-000 0900-1100-0-1110-1000-430000-000 0100-0000-0-0000-8200-580000-000 1300-5310-0-0000-3700-470000-000 0100-1100-0-1110-1000-560005-000 0100-0000-0-0000-8200-580000-000 FD - RE - PY - GO - FN - OB - SI - 170241 CALIFORNIA DEPARTMENT ( PV - 170226 FRIENDS OF HISTORICAL KIP PV - 170235 - 170225 - 170231 - 170239 - 170231 PV · 170231 PV - 170231 ARAMARK UNIFORM SERVIC PV - 170233 - 170234 - 170231 - 170231 - 170231 - 170234 Reference No 2 Σ Μ ΡV ΡV Μ GILBERT ELECTRIC COMPAN PV δ ΡV Μ MAGGINI, MIKAYLA DE LAGE LANDEN KING, MICHELLE HOFER, BECKY HOFER, BECKY Vendor No Vendor Name 1270 604 1081 1306 1048 006 1097 900 344 14 Document No 12532150 12532149 12532147 12532148 12532145 12532146 12532147 12532142 12532143 12532144

Page 2 of 3 11/2/2016 2:09:52PM

### Commercial Payment Register For Payments Dated: 10/21/2016

18 Kit Carson Union Elementary School District

\$83.58 \$7,520.48 \$7,520.48 \$942.20 \$64.43 \$864.90 \$150.00 \$1,955.11 \$366.83 \$27.07 \$95.32 \$947.30 \$947.30 \$150.00 \$150.00 \$7,520.48 \$1,955.11 \$445.65 \$366.83 \$891.29 \$824.91 \$587.26 \$445.64 \$891.29 \$366.83 \$290.79 \$587.26 Amount Matl & Suppl. -Gasoline/Diesel Matl & Suppl. -Gasoline/Diesel Matl & Suppl. -Gasoline/Diesel Fuel LCFF Supplemental/Concentration Other Services and Operating Grant Child Nutrition - School Programs Other Food Service Supplies Books Other Than Textbooks Child Nutrition - School Programs Other Food Service Supplies Other Services and Operating Object Total For Fund Number: 1300 Total Amount of Payment: Total Amount of Payment: Total For Fund Number: 0100 Fotal For Fund Number: 0900 Total Amount of Payment: Total Amount of Payment: Total Amount of Payment: Total Amount of Payment: Total For Fund Number: 0900 Total Amount of Payment: Total For Fund Number: 0100 Total For Fund Number: 1300 Total For Fund Number: 0100 Expenditures Electricity Child Nutrition - School Programs Food Child Nutrition - School Programs Food Child Nutrition - School Programs Food Fuel Child Nutrition - School Programs Food Ongoing & Major Maint, Acct. Unrestricted Resources Unrestricted Resources Unrestricted Resources Unrestricted Resources Resource State Lottery 1300-5310-0-0000-3700-470010-000 1300-5310-0-0000-3700-470000-000 1300-5310-0-0000-3700-470000-000 1300-5310-0-0000-3700-470010-000  $-170236 \\ 0900-0332-0-1110-1000-580000-000$ PV - 170237 0100-0000-0-0000-8200-550020-000 0100-8150-0-0000-8110-430010-000 PV - 170240 0100-0000-0-0000-3600-430010-000  $0100\hbox{-}0000\hbox{-}0-0000\hbox{-}8400\hbox{-}430010\hbox{-}000$ 1300-5310-0-0000-3700-470000-000 0900-1100-0-1110-1000-420000-000 1300-5310-0-0000-3700-470000-000 0100-0000-0-0000-8200-580000-000 FD - RE - PY - GO - FN - OB - SI 170240 - 170228 - 170229 PV - 170228 PV - 170229 - 170240 PV - 170230 - 170232 PRODUCERS DAIRY FOODS I PV - 170227 - 170238 Reference No β δ Σ ₽ δ ÞΛ MORRIS LEVIN AND SON INC PV SCHOOL PATHWAYS LLC SYSCO FOOD SERVICES REAL SCIENCE 4-KIDS SO CALIF EDISON CO Vendor No Vendor Name ROE OIL CO. 206 1292 330 285 897 268 Document No 12532155 12532156 12532152 12532153 12532154 12532151

Commercial Payment Register For Payments Dated: 10/21/2016	Page 1 of 1 11/2/2016 2:09:52PM
District: 18 Kit Carson Union Elementary School District Fund	Total
0010	\$11,402.51
0060	\$591.77
1300	\$2,953.00
Total # of Payments: 15	\$14,947.28
Total # of Payments: 15 Grand Total:	I: \$ 14,947.28

### Detail By Fund/Resource

District	Fund	Resource		Amount
18 Kit Carson Union Elementary School District		7		
	0100 General	0000	Unrestricted Resources	\$70.93
		0000		5296.47
		0000	Unrestricted Resources	\$290.79
		0000	Unrestricted Resources	\$30.00
		0000	Unrestricted Resources	\$8.63
		0000	Unrestricted Resources	\$858.84
		0000	Unrestricted Resources	\$50.25
		0000	Unrestricted Resources	\$824.91
		0000	Unrestricted Resources	\$27.07
		0000	Unrestricted Resources	\$7,520.48
			Total for Resource 0000	\$9,978.37
		1100	State Lottery	\$21.63
		1100	State Lottery	\$41.15
		1100	State Lottery	\$23.97
		1100	State Lottery	\$1.00
		1100	State Lottery	\$697.47
		1100	State Lottery	\$213.60
			Total for Resource 1100	\$998.82
		8150	Ongoing & Major Maint. Acct.	\$95.32
			Total for Resource 8150	\$95.32
		9010	Other Local	\$330.00
			Total for Resource 9010	\$330.00
	0900	יווה מויחה היווה מויחה היווה היווח היווה היווח ה	Total for Fund 0100	\$11,402.51
		0000	Unrestricted Resources	\$2.94
			Total for Resource 0000	\$2.94
		0332	LCFF Supplemental/Concentration Gran	\$150.00
			Total for Resource 0332	\$150.00

### Detail By Fund/Resource

Amount		\$366.83	\$72.00	\$438.83	\$591.77		\$106.60	\$445.65	\$445.64	\$64.43	\$942.20	\$83.58	\$864.90	\$2,953.00	\$2,953.00 \$14,947.28
		State Lottery	State Lottery	Total for Resource 1100	Total for Fund 0900		Child Nutrition - School Programs	Total for Resource 5310	Total for Fund 1300 Total for District 18						
Resource	Charter Schools Fund	1100	1100			Cafeteria Fund	5310	5310	5310	5310	5310	5310	5310		
Fund	18 Kit Carson Union Elementary School District 0900					1300									
District	18 Kit Carson l														

\$14.947.28	Grand Total		
Amount	Resource	Fund	District
Page 11/2/2016 2:1	Detail by fund/Resource		

## School District Payment Order

District Name: Kit Carson Union Elementary School District

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

\$7,692.32 \$3,361.51	\$11,053.83	M						ers authorization (EC 42632)	Approval	Date
33	10/28/2016	B						y of board memb	KCOE Examination and Approval	
Warrants Credit Card Payments	Grand Total for Payments Dated:	Authorized Officer/Employee Or	Board Members *	ı	1	•	•	* If this option is chosen, must have a majority of board members authorization (EC 42632) Date		By
		Z								

This order must be returned to KCOE prior to distribution of payments.

#### Warrant Register For Warrants Dated 10/28/2016

Page 1 of 1 11/2/2016 2:10:18PM

Warrant Number	Vendor Number	Vendor Name	Amount
12532975	1305	Amazon	\$605.30
12532976	14	ARAMARK UNIFORM SERVICES	\$70.93
12532977	20	AT&T	\$221.20
12532978	1308	BREWT POWER SYSTEMS	\$106.47
12532979	751	GAYLEN CANTRELL	\$390.00
12532980	104	EMPLOYMENT DEVELOPMENT DEPT	\$249.39
12532981	1202	FTG CREATIVE EMBROIDERY	\$158.56
12532982	900	BECKY HOFER	\$54.23
12532983	1225	INFINITY COMMUNICATIONS AND CO	\$1,750.00
12532984	1066	LANDRY CANTRELL	\$360.00
12532985	1149	RAUL M. MARTINEZ	\$420.00
12532986	1046	MULTI-TECH MOBILE SERVICE	\$490.80
12532987	246	OFFICE DEPOT	\$158.81
12532988	1165	ALJEAN GAIL PLOOY	\$120.00
12532989	845	STAN PLOOY	\$390.00
12532990	268	PRODUCERS DAIRY FOODS INC	\$461.03
12532991	836	SOUTHWEST SCHOOL & OFF. SUPPLY	\$92.37
12532992	206	SYSCO FOOD SERVICES	\$1,071.77
12532993	1307	AMBER UCHI	\$9.59
12532994	1136	US BANK	\$241.87
12532995	1232	GAYLE ZONNEVELD	\$270.00

**Total Amount of All Warrants:** 

\$7,692.32

### Credit Card Register For Payments Dated 10/28/2016

Page 1 of 1 11/2/2016 2:10:22PM

14017601 1093 CALTRONICS BUSINESS SYSTEMS	nt
CONTRACTOR OF CONTRACTOR OF CONTRACTOR	\$678.51
14017602 60 CASBO PROFESSIONAL DEVELOPMENT	,795.00
14017603 1047 MOBILE MODULAR MANAGEMENT CORP	00.888

Total Amount of All Credit Card Payments:

\$3,361.51

Commercial Payment Register For Payments Dated: 10/28/2016

18 Kit Carson Union Elementary School District

Page 1 of 5 11/2/2016 2:10:08PM

100-0000-0-0000-8200-3000-009	Vendor No Vendor Name Reference No 1305 Amazon PV - 170257		FD - RE - PY- GO - FN - OB - SI 0100-0000-0-0000-7300-430000-000	Resource Unrestricted Resources	Object	Amount
100-0000-0000-0000-0000-0000-0000-0000	- :		000-00005-0051-000	Onesarciea Resources	Materials and Supplies	\$53.74
100-0100-0132-0-0000-2420-430000-099	PV - 170257		000-8200-430000-000	Unrestricted Resources	Materials and Supplies	\$339.99
UCFF Supplemental/Concentration Materials and Supplies	PV - 170257		000-2420-430000-099	LCFF Supplemental/Concentration Grant	Materials and Supplies	68.06\$
1000-1100-0-1110-1000-420000-0000   State Lottery   Total For Fund Number: 0100   State Lottery   Pack Fund Number: 0100   State Lottery   Books Other Than Textbooks   State Lottery   Total For Fund Number: 0100   State Lottery   State Lottery   Total For Fund Number: 0100   State Lottery   State Lottery   State Lottery   Total For Fund Number: 0100   State Lottery   Sta	PV - 170257		000-2420-430000-099	LCFF Supplemental/Concentration Grant	Materials and Supplies	\$7.10
Total For Fund Number: 0100   State Lottery   Books Other Than Textbooks   State Lottery   Books Other Trans Textbooks   State Lottery   Books Other Textbooks   State Lottery   State Lottery   Books Other Textbooks   State Lottery   State Unemployment Insurance	PV - 170257		110-1000-430000-000	State Lottery	Materials and Supplies	\$43.15
0900-1100-0-1110-1000-420000-000         State Lottery         Books Other Than Textbooks         \$           0900-1100-0-1110-1000-420000-000         State Lottery         For Fund Number: 0900         \$           0100-0000-0-2000-8200-8200-8200-000         Unrestricted Resources         Total For Fund Number: 0100         \$           0100-0000-0-0000-8200-8200-920010-000         Unrestricted Resources         Total Amount of Payment:         \$           0100-0000-0-0000-8200-920010-000         Unrestricted Resources         Communications - Telephone         \$           0100-0000-0-0000-8200-920010-000         Unrestricted Resources         Total For Fund Number: 0100         \$           0100-0000-0-0000-8110-430000-000         Ongoing & Major Maint. Acct. Materials and Suppliess         \$           0100-0010-0-1135-4200-880000-000         Other Local         Total For Fund Number: 0100         \$           0100-0010-0-1135-4200-880000-000         Other Local         Total For Fund Number: 0100         \$           0100-0000-0-0000-0-0000-0-0000-0-0000-0-0000				Total For Fur	nd Number: 0100	\$534.8
Total For Fund Number: 0900   State Lottery   Books Other Than Textbooks   State Lottery   Total For Fund Number: 0900   State Lottery   Total Amount of Payment:   State Unexpenditures   State Unexployed   State Unexployment Insurance   State Unexployment Insuranc	Amazon PV - 170257		110-1000-420000-000	State Lottery	Books Other Than Textbooks	\$23.1
Total For Fund Number: 0900   State Unrestricted Resources   Total Amount of Payment: Standard	PV - 170257		110-1000-420000-000	State Lottery	Books Other Than Textbooks	\$47.24
Total Amount of Payment: Signoid-0000-0200-580000-000				Total For Fur	nd Number: 0900	\$70.43
Other Services and Operating   Expenditures				Total Ame	ount of Payment:	\$605.30
Total For Fund Number: 0100   State Unrestricted Resources   Total Amount of Payment:   State Unrestricted Resources   Total Amount of Payment:   State Unrestricted Resources   Total Amount of Payment:   State Unrestricted Resources   Total For Fund Number: 0100   State Unrespired Resources   Total For Fund Number: 0100   State Unrespired Resources   State Unemployment Insurance   State Unrespired Resources   State Unrespired Resour	ARAMARK UNIFORM SERVIC PV - 170256		0000-8200-280006-000	Unrestricted Resources	Other Services and Operating Expenditures	\$70.93
Total Amount of Payment: State Unrestricted Resources   Communications - Telephone   S2				Total For Fur	nd Number: 0100	\$70.93
Total For Fund Number: 0100   S2				Total Ame	ount of Payment:	\$70.93
Total For Fund Number: 0100   S2	AT&T PV - 170255		1000-8200-590010-000	Unrestricted Resources	Communications - Telephone	\$221.20
Total Amount of Payment:  Ongoing & Major Maint. Acct. Materials and Supplies \$1  Total For Fund Number: 0100 \$1  Total For Fund Number: 0100 \$3  Expenditures  Total For Fund Number: 0100 \$3  Total Amount of Payment: \$3  Total Amount of Payment: \$3  Unrestricted Resources State Unemployment Insurance, classified Unrestricted Resources State Unemployment Insurance \$2  Total For Fund Number: 0100 \$2  Total For Fund Number: 0100 \$2  Total For Fund Number: 0100 \$2  Unrestricted Resources State Unemployment Insurance \$3  Total For Fund Number: 1200  Unrestricted Resources State Unemployment Insurance \$3  Total For Fund Number: 1200  Unrestricted Resources State Unemployment Insurance \$3  Total For Fund Number: 1200				Total For Fur	nd Number: 0100	\$221
Ongoing & Major Maint. Acct. Materials and Supplies \$1  Total For Fund Number: 0100  Total Amount of Payment:  Other Services and Operating Expenditures  Total For Fund Number: 0100  State Unemployment Insurance, classified Unrestricted Resources State Unemployment Insurance Total For Fund Number: 0100  State Unemployment Insurance Total For Fund Number: 0900  Unrestricted Resources State Unemployment Insurance Total For Fund Number: 1200  Unrestricted Resources State Unemployment Insurance State Unemployment Insurance Total For Fund Number: 1200  Unrestricted Resources State Unemployment Insurance Total For Fund Number: 1200				Total Am	ount of Payment:	\$221.
Total For Fund Number: 0100  Total Amount of Payment:  Other Local  Expenditures  Total For Fund Number: 0100  S3  Total For Fund Number: 0100  S2  Total For Fund Number: 0100  Contrastricted Resources  Total For Fund Number: 0100  Total For Fund Number: 0100  Contrastricted Resources  State Unemployment Insurance  Total For Fund Number: 0100  Total For Fund Number: 1200  Unrestricted Resources  State Unemployment Insurance  Total For Fund Number: 1200  Unrestricted Resources  State Unemployment Insurance  Total For Fund Number: 1200	BREWT POWER SYSTEMS PV - 170252	0100-8150-0-0	0000-8110-430000-000	Ongoing & Major Maint. Acct.	Materials and Supplies	\$106.
Total Amount of Payment:  Other Local Other Services and Operating Expenditures  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources State Unemployment Insurance, classified Unrestricted Resources State Unemployment Insurance \$2  Total For Fund Number: 0100  Unrestricted Resources State Unemployment Insurance \$3  Total For Fund Number: 0900  Unrestricted Resources State Unemployment Insurance \$3  Total For Fund Number: 1200  Unrestricted Resources State Unemployment Insurance \$3  Total For Fund Number: 1200				Total For Fur	nd Number: 0100	\$106.47
Other Local Expenditures  Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources State Unemployment Insurance, classified Unrestricted Resources State Unemployment Insurance  Total For Fund Number: 0100  Unrestricted Resources State Unemployment Insurance  State Unemployment Insurance  Total For Fund Number: 0900  Unrestricted Resources State Unemployment Insurance  Total For Fund Number: 1200  Unrestricted Resources State Unemployment Insurance  Total For Fund Number: 1200				Total Am	ount of Payment:	\$106.47
Total For Fund Number: 0100  Total Amount of Payment:  Unrestricted Resources State Unemployment Insurance, classified Unrestricted Resources State Unemployment Insurance Total For Fund Number: 0100 Unrestricted Resources State Unemployment Insurance Total For Fund Number: 0900 State Unemployment Insurance Total For Fund Number: 1200 Unrestricted Resources State Unemployment Insurance Total For Fund Number: 1200 Unrestricted Resources State Unemployment Insurance	CANTRELL, GAYLEN PV - 170246	1-0-0106-0010	1135-4200-580000-000	Other Local	Other Services and Operating Expenditures	\$390.0
Total Amount of Payment:  Unrestricted Resources State Unemployment Insurance, classified Unrestricted Resources State Unemployment Insurance \$22  Total For Fund Number: 0100  Unrestricted Resources State Unemployment insurance \$32  Total For Fund Number: 1200  Total For Fund Number: 1200  Unrestricted Resources State Unemployment insurance \$32  Total For Fund Number: 1200				Total For Fur	nd Number: 0100	\$390
Unrestricted Resources State Unemployment Insurance, classified Unrestricted Resources State Unemployment Insurance S2 Total For Fund Number: 0100 Unrestricted Resources State Unemployment Insurance S2 Total For Fund Number: 0900 Total For Fund Number: 1200 Unrestricted Resources State Unemployment Insurance S4 Total For Fund Number: 1200					ount of Payment:	\$390.00
Unrestricted Resources  Total For Fund Number: 0100  Unrestricted Resources  Total For Fund Number: 0900  Unrestricted Resources  State Unemployment insurance  Total For Fund Number: 1200  Total For Fund Number: 1200  Unrestricted Resources  State Unemployment insurance  Total For Fund Number: 1200	EMPLOYMENT DEVELOPME: PV - 170249	0100-0000-0-0	3000-7300-350200-000	Unrestricted Resources	State Unemployment Insurance, classified	\$0.13
Total For Fund Number: 0100   \$22	PV - 170249		000-0000-951500-000	Unrestricted Resources	State Unemployment Insurance	\$228.80
0900-0000-0-0000-051500-000         Unrestricted Resources         State Unemployment Insurance         \$           1200-0000-0-0000-051500-000         Unrestricted Resources         State Unemployment Insurance         Total For Fund Number: 1200           1300-0000-0-0000-051500-000         Unrestricted Resources         State Unemployment Insurance				Total For Fu	nd Number: 0100	\$228.93
Total For Fund Number: 0900   Unrestricted Resources   State Unemployment Insurance   Total For Fund Number: 1200   Unrestricted Resources   State Unemployment Insurance   Total For Fund Number: 1200   Unrestricted Resources   State Unemployment Insurance   Unrestricted Resources   Unrestricted Resou	EMPLOYMENT DEVELOPME. PV - 170249		0000-0000-651 200-000	Unrestricted Resources	State Unemployment Insurance	\$10.
1200-0000-0-0000-051500-000  Unrestricted Resources State Unemployment Insurance  Total For Fund Number: 1200  Unrestricted Resources State Unemployment Insurance				Total For Fu	nd Number: 0900	\$10.
Total For Fund Number: 1200  1300-0000-0-0000-051500-000  Unrestricted Resources  State Unemployment Insurance	EMPLOYMENT DEVELOPME PV - 170249		0000-0000-951500-000	Unrestricted Resources	State Unemployment Insurance	\$0.
1300-0000-0-0000-951500-000 Unrestricted Resources State Unemployment Insurance				Total For Fu	ind Number: 1200	\$0.
	EMPLOYMENT DEVELOPME: PV - 170249		0000-0000-951500-000	Unrestricted Resources	State Unemployment insurance	88
						\$249.
Total Amount of Payment: \$249.39				Total Am	tount of Payment:	

Commercial Payment Register For Payments Dated: 10/28/2016

Page 2 of 5 11/2/2016 2:10:08PM

Amount	\$158.56	\$158.56	\$158.56	\$54.23	\$54.23	\$54.23	\$1,750.00		\$1,750.00	\$1,750.00	\$360.00	00 0763	3360.00	3360.00	\$420.00	\$420.00	\$420.00	00.031	\$298.70	\$192.10	i	\$490.80	\$490.80	\$72.67	\$54.53	\$31.61	\$158.81	\$158.81	\$120.00		\$120.00	\$120.00	\$390.00	00 068	6390 00	20,000	CO.1040
Object	Materials and Supplies	Total For Fund Number: 0100	Total Amount of Payment:	Materials and Supplies	Total For Fund Number: 0900	Total Amount of Payment:	Other Services and Operating	Expenditures	Total For Fund Number: 0100	Total Amount of Payment:	Other Services and Operating	Total For Fund Number: 0100	Total Amount of Danmant.	otal Amount of Cayment:	Other Services and Operating Expenditures	Total For Fund Number: 0100	Total Amount of Payment:		Other Services and Operating Expenditures	Other Services and Operating	Expenditures	Total For Fund Number: 0100	Total Amount of Payment:	Materials and Supplies	Materials and Supplies	Materials and Supplies	Total For Fund Number: 0100	Total Amount of Payment:	Other Services and Operating	Expenditures	lotal For Fund Number: 0100	Total Amount of Payment:	Other Services and Operating	Total For Fund Number: 0100	Total Amount of Payment	rograms Food	)
Resource	Unrestricted Resources	Tota		State Lottery	Tota	F	Unrestricted Resources		Tota	<b>!</b>	Other Local	Tota	F**		Other Local	Tota		Investricted Decourses	Olitesulcea resources	Unrestricted Resources		Tot	-	State Lottery	State Lottery	Special Education	Tot	-	Other Local	F	101		Other Local	Tot		Child Nutrition - School Programs Food	
FD. RE. PY. GO. FN. OB. SI	0100-0000-0-0000-8200-430000-000			0900-1100-0-1110-1000-430000-000			0100-0000-0-0000-7200-580000-000				0100-9010-0-1135-4200-580000-000				0100-3010-0-1132-4700-280000-000			0100-0000-3600-3600-580000-000	200-00006-0006-0000-0-0000-0010	0100-0000-0-0000-3600-580000-000				0100-1100-0-1110-1000-430000-001	0100-1100-0-1110-1000-430000-014	0100-6500-0-5770-1120-430000-000			0100-9010-0-1135-4200-580000-000				0100-9010-0-1135-4200-580000-000			1300-5310-0-0000-3700-470000-000	
	1			- 170251			- 170261				- 170248			1100	- 170245			- 170253		- 170253				- 170263	- 170265	- 170264			- 170268				- 170247			- 170242	
Refer	FTG CREATIVE EMBROIDER: PV - 170260			PV			INFINITY COMMUNICATION! PV				PV			) in	<u>.</u>			MILTI-TECH MOBILE SERVIL PV		ρV				ΡV	2	ΡV			GAIL PV				ΡV			PRODUCERS DAIRY FOODS I PV · 170242	
Vendor No Vendor Name	FTG CREATIVE I			HOFER, BECKY			INFINITY COMM				LANDRY CANTRELL			TABLE PARTIES	MAKIINEZ, KAUL M.			MIII TI-TECH M						OFFICE DEPOT					PLOOY, ALJEAN GAIL				PLOOY, STAN			PRODUCERS DA	
Vendor No	1202			006			1225				1066				1149			1046	2					246					1165				845			268	
Document No	12532981			12532982			12532983				12532984				235782			17517086	0067671					12532987					12532988				12532989			12532990	

18 Kit Carson	Union Eler	18 Kit Carson Union Elementary School District		Commercial Payment Register For Payments Dated: 10/28/2016	gister 2016	=	Page 3 of 5 11/2/2016 2:10:08PM
Document No	Vendor No	Document No Vendor No Vendor Name	Reference No	FD - RE - PY - GO - FN - OB - SI	Resource	Object	Amount
					Tot	Total For Fund Number: 1300	\$461.03
						Total Amount of Payment:	\$461.03
12532991	836	SOUTHWEST SCHOOL & OFF PV	PV - 170267	0900-1100-0-1110-1000-430000-000	State Lottery	Materials and Supplies	\$92.37
					Tot	Total For Fund Number: 0900	\$92.37
					_	Total Amount of Payment:	\$92.37
12532992	206	SYSCO FOOD SERVICES	PV - 170244	0100-1100-0-1110-1000-430000-000	State Lottery	Materials and Supplies	\$23.39
			PV - 170254	0100-0000-0-0000-7100-430000-000	Unrestricted Resources	Materials and Supplies	\$104.34
					Tot	Total For Fund Number: 0100	\$127.73
12532992	506	SYSCO FOOD SERVICES	PV - 170243	1300-5310-0-0000-3700-470000-000	Child Nutrition - School Programs	rograms Food	\$793.86
			PV - 170243	1300-5310-0-0000-3700-470010-000	Child Nutrition - School Programs	rograms Other Food Service Supplies	\$150.18
					Tot	Total For Fund Number: 1300	\$944.04
					•	Total Amount of Payment:	\$1.071.77
12532993	1307	UCHI, AMBER	PV - 170250	0100-0332-0-0000-2700-430004-000	LCFF Supplemental/Conc	LCFF Supplemental/Concentration Medical Supplies Grant	\$9.59
						Total For Fund Number: 0100	\$9.59
						Fotal Amount of Payment:	89.59
12532994	1136	US BANK	PV - 170266	0100-0000-0-0000-7300-560005-000	Unrestricted Resources	Maintenance Agreement-Copies	5
					Tol	Total For Fund Number: 0100	
12532994	1136	US BANK	PV - 170266	0900-0000-0-1110-1000-260005-000	Unrestricted Resources	Maintenance Agreement-Copies	
					Tot	Total For Fund Number: 0900	\$120.93
					•	Total Amount of Payment:	\$241.87
12532995	1232	ZONNEVELD, GAYLE	PV - 170269	0100-9010-0-1135-4200-580000-000	Other Local	Other Services and Operating	\$270.00
					To	Total For Fund Number: 0100	\$270.00
						Total Amount of Payment:	\$270.00
14017601	1093	CALTRONICS BUSINESS SYS	S. PV - 170258	0100-1100-0-1110-1000-560005-000	State Lottery	Maintenance Agreement-Copies	
			PV - 170258	0100-0000-0-0000-7300-560005-000	Unrestricted Resources	Maintenance Agreement-Copies	s \$11.46
			PV - 170258	0100-1100-0-1110-1000-560005-000	State Lottery	Maintenance Agreement-Copies	s \$502.97
					To	Fotal For Fund Number: 0100	\$678.51
						Total Amount of Payment:	\$678.51
14017602	09	CASBO PROFESSIONAL DEVI PV	•		Unrestricted Resources	Travel and Conferences	\$305.00
			PO - 1617075		Unrestricted Resources	Travel and Conferences	\$745.00
			PO - 1617075	5 0100-0000-0-0000-7300-520000-000	Unrestricted Resources	Travel and Conferences	\$745.00
					T <sub>0</sub>	Total For Fund Number: 0100	\$1,795.00
. 1072101		DAIMANA DA DINCON O DIOCEN		TO CONTRACT CONTRACT CONTRACT CONTRACT	•	Total Amount of Payment:	\$1,795.00
14017603	104/	MUBILE MUDULAR MANAGI PV	JI PV - 170262	2500-0000-0-0000-8700-560000-124	Unrestricted Resources	Rentals, Leases and Repairs	\$888.00

Page 4 of 5 11/2/2016 2:10:08PM	Amount \$888.00 \$888.00
	Object Total For Fund Number: 2500 Total Amount of Payment:
t Register 0/28/2016	Resource
Commercial Payment Register For Payments Dated: 10/28/2016	Reference No FD - RE - PY - GO - FN - OB - SI
	Reference No
18 Kit Carson Union Elementary School District	Document No Vendor No Vendor Name

Commercial Payment Register For Payments Dated: 10/28/2016	Page 1 of 1 11/2/2016 2:10:08PM
District: 18 Kit Carson Union Elementary School District	
Fund	Total
0010	\$8,402.34
0060	\$348.60
1200	80.89
1300	\$1,414.00
2500	\$888.00
Total # of Payments: 24	\$11,053.83
Total # of Payments: 24 Gr	Grand Total: \$ 11,053.83

Resource
Fund/
Detail By

		Detail By Fu	By Fund/Resource	Page 1 of 3 11/2/2016 2:10:15PM
District	Fund	Resource		Amount
8 Kit Carson Union Elementary School District	entary School District	٦ د 1		
			Unrestricted Resources	0.00
		0000		
		0000		
		0000	Unrestricted Resources	\$298.70
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	\$1,750.00
		0000	Unrestricted Resources	•
		0000	Unrestricted Resources	\$339,99
		0000	Unrestricted Resources	3.7
		0000	Unrestricted Resources	$\alpha$
		0000	Unrestricted Resources	
		0000	Unrestricted Resources	\$745.00
		0000	Unrestricted Resources	\$745.00
		0000	Unrestricted Resources	\$11.46
		0000	Unrestricted Resources	\$305.00
			Total for Resource 0000	\$5,345,89
		0332	LCFF Supplemental/Concentration Gran	
		0332	LCFF Supplemental/Concentration Gran	\$7.10
		0332	LCFF Supplemental/Concentration Gran	\$9.59
			Total for Resource 0332	\$107.58
		1100	State Lottery	\$54.53
		1100	State Lottery	\$72.67
		1100	State Lottery	
		1100	State Lottery	\$43.15
		1100	State Lottery	\$164.08
		1100	State Lottery	\$502.97
			Total for Resource 1100	\$860.79

# Detail By Fund/Resource

strict Fund Kit Carson Union Elementary School District	Resource		Amount
0100	General Fund 6500	Special Education	\$31.61
		Total for Resource 6500	\$31.61
	8150	Ongoing & Major Maint. Acct.	\$106.47
		Total for Resource 8150	\$106.47
	9010	Other Local	8390.00
	9010	Other Local	\$270.00
	9010	Other Local	\$360.00
	9010	Other Local	\$420.00
	9010	Other Local	\$120.00
	9010	Other Local	\$390.00
		Total for Resource 9010	\$1,950.00
0060	Charter Schools Fund	Total for Fund 0100	\$8,402.34
	0000	Unrestricted Resources	\$120.93
	0000	Unrestricted Resources	\$10.64
		Total for Resource 0000	\$131.57
	1100	State Lottery	\$54.23
	1100	State Lottery	\$47.24
	1100	State Lottery	\$23.19
	1100	State Lottery	\$92.37
		Total for Resource 1100	\$217.03
1200	Child Development	Total for Fund 0900 Fund	\$348.60
	0000	Unrestricted Resources	\$0.89
		Total for Resource 0000	68.08
1300	Cafeteria Fund	Total for Fund 1200	68.0\$
		Unrestricted Resources	\$8.93
		Total for Resource 0000	\$8.93

Page 3 of 3	2:10:15PM
	11/2/2016

# Detail By Fund/Resource

				11/2/2016 2:10:15PM
District	Fund	Resource		Amount
18 Kit Carson Union Elementary School District	School District			
	1300	Cafeteria Fund		
		5310	Child Nutrition - School Programs	\$461.03
		5310	Child Nutrition - School Programs	\$793.86
		5310	Child Nutrition - School Programs	\$150.18
			Total for Resource 5310	\$1,405.07
			Total for Fund 1300	\$1.414.00
	2500	CapitalFacilities Fund		
		0000	Unrestricted Resources	\$888.00
	,		Total for Resource 0000	\$888.00
			Total for Fund 2500 Total for District 18	\$888.00 ct 18 \$11,053.83

		Detail By Fund/Resource	Page 1 of 1 11/2/2016 2:10:15PM
District	Fund	Resource	Amount
!		Grand Total	\$11,053.83

P77

# Consider adopting the second reading of certain Board Policies and Administrative Regulations

From: Todd Barlow

5c

Purpose: Review to review and adopt the second reading of certain Board Policies and Administrative Regulations for the purpose of updating them.

Superintendent's Recommendation: Approval

Policies scanned and sent in a separate document

#### **CHARTER SCHOOL OVERSIGHT**

# REQUIREMENTS FOR CHARTER SCHOOLS

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that expressly include charter schools, including, but not limited to, requirements that each charter school:

- 1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
- 2. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
- 3. Not charge tuition (Education Code 47605)
- 4. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
- 5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
- 6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
- 7. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)
- 8. Admit all students who wish to attend the school, according to the following criteria and procedures:
  - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
- c. Other admissions preferences may be permitted by the chartering district on an individual school basis consistent with law. (Education Code 47605)
- 9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
- 10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
- 11. If the school offers a kindergarten program: (Education Code 48000)
  - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
  - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
- 12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
- 13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
- 14. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)
- 15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

- 16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
- 17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
- 18. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy, with specified components (Education Code 51224.7)
- 19. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60850-60859)
- 20. Until July 31, 2018, grant a high school diploma to any student who completed grade 12 in the 2003-04 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 60851.6)
- 21. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)
- 22. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
- 23. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
- 24. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
- 25. If the school offers an athletic program, annually provide an information sheet about concussion and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the

remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Education Code 49475)

- 26. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
- 27. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)
- 28. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
- 29. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
- 30. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days (Education Code 69432.9)
- 31. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
  - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
  - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
- 32. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)

- Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
  - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
  - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
  - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration
- Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
- 35. Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
  - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
  - b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template in 5 CCR 15497.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5; 5 CCR 15497.5)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)
- 36. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)
- 37. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article XVI, Section 8.5)

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

Exhibit version:

CSBA MANUAL MAINTENANCE SERVICE May 2016

#### SCHOOL-CONNECTED ORGANIZATIONS

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting the district's educational and extracurricular programs. The Board appreciates the contributions made by such organizations toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities.

```
(cf. 0200 - Goals for the School District)
(cf. 6020 - Parent Involvement)
```

Persons proposing to establish a school-connected organization shall submit a request to the Board for authorization to operate within the district or at a district school.

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

```
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3554 - Other Food Sales)
(cf. 5030 - Student Wellness)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
```

The Superintendent or designee shall establish appropriate rules for the relationship between school-connected organizations and the district.

A school-connected organization shall obtain the written approval of the Superintendent or designee prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of a district school or the students at that school. (Education Code 51521)

```
(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 1330 - Use of School Facilities)
(cf. 3452 - Student Activity Funds)
```

A school-connected organization may consult with the principal to determine school needs and priorities.

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

```
(cf. 3260 - Fees and Charges)

Legal Reference: (see next page)
```

# SCHOOL-CONNECTED ORGANIZATIONS (continued)

#### Legal Reference:

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

35160 Authority of governing boards

38130-38138 Civic Center Act, use of school property for public purposes

48931 Authorization for sale of food by student organization

48932 Authorization for fund-raising activities by student organization

49011 Student fees

49431-49431.7 Nutritional standards

51520 Prohibited solicitation on school premises

51521 Fund-raising project

#### BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes

25608 Alcohol on school property; use in connection with instruction

#### **GOVERNMENT CODE**

12580-12599.7 Fundraisers for Charitable Purposes Act

PENAL CODE

319-329 Lottery, raffle

#### CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

15500 Food sales in elementary schools

15501 Food sales in high schools and junior high schools

15575-15578 Requirements for foods and beverages outside the federal meals program

#### CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

#### UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.11 Competitive food services

220.12 Competitive food services

**COURT DECISIONS** 

Serrano v. Priest, (1976) 18 Cal. 3d 728

#### Management Resources:

# FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference

**WEB SITES** 

CSBA: http://www.csba.org

California Office of the Attorney General, charitable trust registry: http://caag.state.ca.us/charities

California State PTA: http://www.capta.org

Fiscal Crisis and Management Assistance Team (FCMAT); http://www.fcmat.org

Policy adopted:

CSBA MANUAL MAINTENANCE SERVICE May 2016

#### SCHOOL-CONNECTED ORGANIZATIONS

A school-connected organization's request for authorization to operate within the district or at a district school shall contain, as appropriate:

- 1. The name and purpose of the organization
- 2. The date of application
- 3. Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination

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

- 4. The names, addresses, and phone numbers of all officers
- 5. A list of specific objectives
- 6. An agreement to grant the district the right to audit the group's financial records, either by district personnel or a certified public accountant, whenever any concern is raised regarding the use of the funds
- 7. The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds
- 8. The signature of the principal of the supporting school
- 9. Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future
- 10. An agreement to provide evidence of liability and/or directors and officers insurance when and in the manner required by law

(cf. 1330 - Use of School Facilities)

Requests for subsequent authorization shall be annually submitted to the Superintendent or designee, along with a financial statement showing all income and expenditures from fundraisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his/her recommendation to the Governing Board for approval.

When deemed necessary by the Board or the Superintendent or designee, the authorization for a school-connected organization to conduct activities in the district may be revoked at any time.

# SCHOOL-CONNECTED ORGANIZATIONS (continued)

Each school-connected organization shall abide by the following rules:

- 1. The organization shall not act as an agent of the district or school.
- 2. The organization shall not use the district's tax-exempt status and identification number. It shall be responsible for its own tax status, accounting, internal controls, financial reporting, retention of records, and other operations.
- 3. The organization shall use a separate name and logo. Any use of a name or logo affiliated with the district, a district school, or a school team shall require the prior consent of the Superintendent or designee.
- 4. Funds of the school-connected organization shall not be co-mingled with district funds, including associated student body funds.
- 5. The organization shall not hire or directly pay any district employee. If a school-connected organization wishes to pay for additional and/or extracurricular services, the person to provide the services shall be hired through the district's personnel department, provided the Board approves the position. At their discretion, employees may volunteer to perform activities for school-connected organizations during nonworking hours.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

Regulation approved:

CSBA MANUAL MAINTENANCE SERVICE May 2016

#### **BIDS**

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

```
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3000 - Concepts and Roles)
(cf. 3300 - Expenditures and Purchases)
```

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements regarding contracting after competitive bidding. (Public Contract Code 20116, 22033)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

```
(cf. 9270 - Conflict of Interest)
```

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required, and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and

the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

```
Legal Reference:
        EDUCATION CODE
        17070.10-17079.30 Leroy F. Greene School Facilities Act
        17250.10-17250.55 Design-build contracts
        17406 Lease-leaseback contract
        17595 Purchase of supplies through Department of General Services
        17602 Purchase of surplus property from federal agencies
        38083 Purchase of perishable foodstuffs and seasonable commodities
        38110-38120 Apparatus and supplies
        39802 Transportation services
        CODE OF CIVIL PROCEDURE
        446 Verification of pleadings
        GOVERNMENT CODE
        4217.10-4217.18 Energy conservation contracts
        4330-4334 Preference for California-made materials
        6252 Definition of public record
        53060 Special services and advice
        54201-54205 Purchase of supplies and equipment by local agencies
        PUBLIC CONTRACT CODE
        1102 Emergencies
        2000-2002 Responsive bidders
        3000-3010 Roofing projects
        3400 Bids, specifications by brand or trade name not permitted
        3410 United States produce and processed foods
        6610 Bid visits
        12200 Definitions, recycled goods, materials and supplies
        20101-20103.7 Public construction projects, requirements for bidding
        20103.8 Award of contracts
        20107 Bidder's security
        20110-20118.4 Contracting by school districts
        20189 Bidder's security, earthquake relief
        22002 Definition of public project
        22030-22045 Alternative procedures for public projects (UPCCAA)
        22050 Alternative emergency procedures
        22152 Recycled product procurement
```

Legal Reference continued: (see next page)

Legal Reference: (continued)

**COURT DECISIONS** 

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District, (2015) 237 Cal. App. 4th 261

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739

Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal. App. 4th 1425

Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

Konica Business Machines v. Regents of the University of California, (1988) 206 Cal. App. 3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 Ops. Cal. Atty. Gen. 1 (2006)

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

**WEB SITES** 

CSBA: http://www.csba.org

California Association of School Business Officials: http://www.casbo.org

California Uniform Construction Cost Accounting Commission:

http://www.sco.ca.gov/ard\_cuccac.html

Policy adopted:

CSBA MANUAL MAINTENANCE SERVICE May 2016

#### BIDS

# Advertised/Competitive Bids

The district shall advertise for competitive bids when any public project contract involves an expenditure of \$15,000 or more. *Public project* means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also advertise for competitive bids when a contract exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

- 1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
- 2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
- 3. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

# Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final

plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

- 2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
  - a. Cash
  - b. A cashier's check made payable to the district
  - c. A certified check made payable to the district
  - d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

- 3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
- 4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
- 5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
- 6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

- 7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.
- 8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
- 9. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

# **Prequalification Procedure**

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability

and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

- 1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
- 2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

#### **Award of Contract**

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

- 2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
- 3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
- 4. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with the section "Design-Build Contracts" below, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

(cf. 9270 - Conflict of Interest)

# **Protests by Bidders**

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

# Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications

equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

- 1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
- 2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
- 3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
- 4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
- 5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
- 6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
- 7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
- 8. The Board, at its discretion, may reject all proposals and request new RFPs.
- 9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

# **Design-Build Contracts**

When it is in the best interest of the district, the Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

The procurement process for design-build projects shall be as follows: (Education Code 17250.25)

- 1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to, the size, type, and desired design character of the project; performance specifications covering the quality of materials, equipment, workmanship, preliminary plans, or building layouts; or any other information deemed necessary to describe adequately the district's needs. The documents may include operations during a training or transition period, but shall not include long-term operations for a project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.
- 2. The district shall prepare and issue a request for qualifications in order to prequalify or develop a short list of the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
  - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
  - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction experience, acceptable safety record, and all other non-price-related factors
  - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

The district also may identify specific types of subcontractors that must be included in the statement of qualification and proposal.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25)

- 3. The district shall prepare a request for proposals that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The request for proposals shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
- 4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
- 5. For those projects utilizing best value as a selection method, the following procedures shall be used:
  - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
  - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
  - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

#### **Sole Sourcing**

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3400)

- 1. Does not directly or indirectly limit bidding to any one specific concern
- 2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

- 1. To conduct a field test or experiment to determine its suitability for future use
- 2. To match others in use on a particular public improvement that has been completed or is in the course of completion
- 3. To obtain a necessary item that is only available from one source
- 4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

# **Bids Not Required**

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

```
(cf. 3300 - Expenditures and Purchases)
(cf. 3512 - Equipment)
```

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

```
(cf. 3511 - Energy and Water Management)
(cf. 9320 - Meetings and Notices)
```

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

```
(cf. 6161.1 - Selection and Evaluation of Instructional Materials) (cf. 6161.11 - Supplementary Instructional Materials) (cf. 6163.1 - Library Media Centers)
```

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

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

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

#### Lease-Leaseback Contract

Upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

(cf. 9124 - Attorney)

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

# **Uniform Public Construction Cost Accounting Act**

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

- 1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
- 2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
  - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
  - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to one or both of the following:
    - (1) To all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due
    - (2) To all construction trade journals identified pursuant to Public Contract Code 22036
  - c. The district shall review the informal bids and award the contract, except that:
    - (1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate was reasonable.
    - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
- 3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
  - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

- (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
- (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to notice required above, the district may give such other notice as it deems proper.

- b. The district shall award the contract as follows:
  - (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
  - (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
  - (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair a facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, in accordance with the contracting procedures in Public Contract Code 22050. The work may be done by day labor under the direction of the Board and/or contractor. (Public Contract Code 22035)

Regulation approved:

CSBA MANUAL MAINTENANCE SERVICE May 2016

# TRANSPORTATION FOR STUDENTS WITH DISABILITIES

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

```
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 3540 - Transportation)
(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
```

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

```
(cf. 3250 - Transportation Fees)
```

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

```
(cf. 5131.1 - Bus Conduct)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
```

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

# TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 3541 - Transportation Routes and Services)

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

(cf. 3542 - School Bus Drivers)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

(cf. 6163.2 - Animals at School)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

Legal Reference: (see next page)

### TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

### Legal Reference:

#### EDUCATION CODE

39807.5 Payment of transportation cost

39839 Guide dogs, signal dogs, and service dogs on bus

41850-41854 Allowances for transportation

48300-48315 Alternative interdistrict attendance program

48915.5 Expulsion of students with exceptional needs

56040 No cost for special education and related services

56195.8 Adoption of policies

56327 Assessment for special education and related services

56345 Individualized education program

56365-56366.1 Nonpublic nonsectarian schools or agencies

CIVIL CODE

54.1-54.2 Service animals

#### CODE OF REGULATIONS, TITLE 5

15243 Physically handicapped minors

15271 Exclusion from report

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

### CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions

35.136 Service animals

### CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.34 Transportation defined as related service

CODE OF FEDERAL REGULATIONS, TITLE 49

571.222 Federal requirements for bus securement systems

### Management Resources:

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Special Education Transportation Guidelines

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the

Education of Children with Disabilities, 2009

Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009

**WEB SITES** 

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

U.S. Department of Education: http://www.ed.gov

Policy adopted:

CSBA MANUAL MAINTENANCE SERVICE May 2016

### DISTRICT RECORDS

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

```
(cf. 1340 - Access to District Records)
(cf. 3440 - Inventories)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)
```

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

```
(cf. 0440 - District Technology Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 9011 - Board Member Electronic Communications)
```

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

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

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

### **DISTRICT RECORDS** (continued)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

```
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
```

### Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

```
(cf. 5111.1 - District Residency)
(cf. 5141 - Health Care and Emergencies)
```

Legal Reference: (see next page)

### **DISTRICT RECORDS** (continued)

#### Legal Reference:

### EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journal

35250-35255 Records and reports

44031 Personnel file contents and inspection

49065 Reasonable charge for transcripts

49069 Absolute right to access

CIVIL CODE

1798.29 Breach of security involving personal information

### CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act

2031.010-2031.060 Civil Discovery Act, scope of discovery demand

2031.210-2031.320 Civil Discovery Act, response to inspection demand

#### **GOVERNMENT CODE**

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6252-6265 Inspection of public records

12946 Retention of employment applications and records for two years

### PENAL CODE

11170 Retention of child abuse reports

### CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition

432 Varieties of student records

16020-16022 Records, general provisions

16023-16027 Retention of records

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy Act

### Management Resources:

### **WEB SITES**

California Secretary of State: http://www.sos.ca.gov/safeathome

Policy adopted:

CSBA MANUAL MAINTENANCE SERVICE May 2016 Classified Personnel AR 4217.11(a)

### PRERETIREMENT PART-TIME EMPLOYMENT

When the Governing Board has adopted the reduced workload program, any classified employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, and collective bargaining agreement.

When so authorized, any classified employee who is a member of the Public Employees' Retirement System may reduce his/her workload from full time to part time without losing retirement benefits, if all of the following conditions are met: (Education Code 45139)

- 1. The employee shall have reached the age of 55 prior to the workload reduction.
- 2. The employee shall have been employed full time in a classified position for at least 10 years, of which the immediately preceding five years were full-time employment.
- 3. During the period immediately preceding a request for reduction in workload, the employee shall have been employed full time in a classified position for a total of at least five years without a break in service.
- 4. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the district.
- 5. The employee shall be paid a salary that is the pro rata share of the salary he/she would be earning had the employee not elected to exercise the option of part-time employment.
- 6. The employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time classified employee.

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

- 7. The minimum part-time employment shall be the equivalent of one-half of the number of hours of service required by the employee's contract during his/her final year of service in a full-time classified position.
- 8. The period of the part-time employment shall not exceed five years.
- 9. The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.

Prior to the reduction of an employee's workload, the Superintendent or designee shall verify the employee's eligibility for the reduced workload program. (Government Code 20905)

### PRERETIREMENT PART-TIME EMPLOYMENT (continued)

The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Government Code 20905)

(cf. 3580 - District Records)

The district may allow any classified employee who is not eligible for the reduction of workload pursuant to Education Code 45139 to reduce his/her workload from full time to part time after determining that it is in the best interest of the district. In any such case, the Board shall specify the terms and conditions under which the reduction in workload shall take place.

### Legal Reference:

EDUCATION CODE

45139 Reduced workload for classified employees

GOVERNMENT CODE

20000-21703 Public Employees' Retirement System, especially:
20905 Reduced workload program, classified employees
53201 Health and welfare benefits

COURT DECISIONS

Praiser v. Biggs Unified School District (2001) 87 Cal.App.4th 398

### Management Resources:

**WEB SITES** 

California Public Employees' Retirement System: http://www.calpers.ca.gov

Regulation approved:

CSBA MANUAL MAINTENANCE SERVICE May 2016 **Students** E 5145.6(a)

### PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2015 (AB 93, Ch. 10, Statutes of 2015) extends the suspension of these requirements through the 2015-16 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255- 32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	BP 5113 AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	BP 5113 AR 5113 AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year 4622	Education Code 49013; 5 CCR	AR 1312.3 remedies	Uniform complaint procedures, available appeals, civil law
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.61	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
II. At Specific Times During the St	udent's Academic Caro	eer	
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
When child first enrolls in a public school, if the school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32 agency contact, j	Requirement for oral health assessment, explanation of law, importance of oral health, privacy rights

## II. At Specific Times During the Student's Academic Career (continued)

Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors		
Beginning of each school year for students in grades 7-12	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse		
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, 20 days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use		
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out		
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination		
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412		
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent		
III. When Special Circumstances Occur					
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies		
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants		

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances (	Occur (continued)		
When student has been placed in structured English immersion program	Education Code 310-311; 5 CCR 11309	AR 6174 other rights of str	
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title III funds, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 440; 20 USC 7012	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, exit requirements of program
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances C	Occur (continued)		
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified a truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education

When to Notify	Education or Other Legal Code	Board Poli Administra Regulation	ative
III. When Special Circumstan	nces Occur (continued)		
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school premises
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program

When to Notify	Education or Other Legal Code	Board Po Administi Regulation	rative
III. When Special Circumst	ances Occur (continued)	)	Subject
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances	Occur (continued)		
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
To person holding educational rights, within 30 days of foster or homeless youth's transfer between high schools	Education Code 51225.1	AR 6173 AR 6173.1	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
Within 14 days of instruction if arrangement made for guest speaker after beginning of	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility

When to Notify	Education or Other Legal Code	Board Policy/ Administrativ Regulation #	e Subject
II. At Specific Times During the	Student's Academic (	Career (continued)	
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32 agency contact,	Requirement for oral health assessment, explanation of law, importance of oral health, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, 20 days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105		Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523		Notice of proficiency examination provided under Education Code 48412

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances	Occur (continued)		
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school premises
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances	Occur (continued)		
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances C	Occur (continued)		
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
To person holding educational rights, within 30 days of foster or homeless youth's transfer between high schools	Education Code 51225.1	AR 6173 AR 6173.1	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
Within 14 days of instruction if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances	Occur (continued)		
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances C	Occur (continued)		
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.24	Timely notice to parent/guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6316	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
record  Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or	Education Code 56521.1	AR 6159.4	Emergency intervention
whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
consent for services  Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices	(continued)		hilities district
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities

### ADULT EDUCATION

Note: The following Board policy is for use by any high school district or unified school district that maintains an adult education school or program or that participates in a program offered by the county office of education.

Education Code 84900 84920, as added by AB 104 (Ch. 13, Statutes of 2015), establish the Adult Education Block Grant to provide adult education services farough a regional consortium of school districts, county offices of education, community college districts, and joint powers authorities consisting of those entities. Other funding for adult education may be available through local control funding formula apportionments, California Work Opportunity and Responsibility to Kids (CalWORKs) funds for education and job training (Welfare and Institutions Code 11320-11329.5), the federal Workforce Innovation and Opportunity Act (29 USC 3101-3255), Adult Education and Literacy Act (29 USC 3271-3333), and/or Carl D. Perkins Career and Technical Education Act (10 USC 2301-2415). The district may revise the following policy to reflect requirements of the program(s) it offers.

The Governing Board believes that education is a lifelong process and that it is important for individuals to continuously develop new skills. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

Note: Option 1 below is for use by districts that maintain classes for adults as authorized by Education Code 52501. Option 2 is for use by districts whose students may participate in an adult education program administered by a county office of education in geographically isolated, sparsely populated areas as authorized by Education Code 52616.21.

Education Code 51056 and 52515 require approval by the California Department of Education (CDE) of courses offered in adult education programs. See the accompanying administrative regulation and the CDE's Adult Education Handbook for California.

**OPTION/1:** The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courtes to be offered through the district's adult education program.

**OPTION 2:** The district shall participate in the adult education program administered by the county office of education. District students enrolled in this program shall be under the imphediate supervision of a certificated district employee.

Note: The following two **optional** paragraphs may be used by districts that select either Option 1 or 2 above and participate in the regional consortium established for purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, as added by AB 104 (Ch. 13, Statutes of 2015). The consortium is required to approve an adult education plan containing the components specified in Education Code 84906 at least once every three years and to update the plan at least once each year based on available data.

Funds allocated through this block grant may be used in accordance with Education Code 84913, including to provide support for adult education programs related to elementary and secondary basic skills, entry or reentry into the workforce, career technical education, pre-apprenticeship training, knowledge and skills to assist K-12 students to succeed academically, and programs for immigrants and adults with disabilities. See the accompanying administrative regulation.

BP 6200(b)

## ADULT EDUCATION (continued)

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's adult education consortium shall be designated by the Board. (Education Code §4905)

(cf. 9140 - Board Representatives)

Note: The remainder of this policy is for use by districts selecting Option 1 above, but may be adapted for use by districts selecting Option 2.

Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements.

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

(cf. 4112.2 - Certification) (cf. 4131 - Staff Development)

Adult education classes may be offered any day of evening, including weekends, for such length of time during the school year as determined by the Board. (Education Code 52505, 52513)

Note: If the district's adult school or program offers a course in elementary subjects appropriate to the needs of adults, as authorized by Education Code 52516 and 84913, the Board is mandated pursuant to Education Code 52510 to prescribe requirements for eighth-grade graduation. Items #1-2 below should be revised to reflect district practice.

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

- At least one term in the adult elementary program 1.
- Overall eighth-grade placement on a recognized standardized achievement test 2.

Note: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 5125.3; see BP 6146.1 - High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any high school graduation requirements established by the district. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

(cf. 6142.7 - Physical Education and Activity) (cf. 6146.1 - High School Graduation Requirements)

Note: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920, as added by AB 104 (CM. 13, Statutes of 2015), requires the Superintendent of Public Instruction and California Community College Chancellor to identify common measures for determining the effectiveness of school districts and other consortium members in meeting the educational needs of adults. In addition, for districts participating in the federal Adult Education and Family Literacy Act, the CDE requires the use of districts participating in the federal Adult Education and Family Literacy Act, the CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

(cf. 0500 -Accountability)

Legal Reference: (see next page)

```
ADULT EDUCATION (continued)
Legal Reference:
        EDUCATION CODE
        8500-8538 Adult education
        10200 CalWORKs education and job training plan
        41975-41976.2 Adult education; authorized classes and courses
        44260.2-44260.3 Credential requirements, designated subjects adult education credential
        44865 Qualifications for home teachers and teachers in special classes
        46190-46192 Adult school; days of attendance
        46300.1-46300.4 Independent study
        51040 Prescribed courses
         51056 Adult education course of study
         51225.3 Requirements for graduation
         51241 Physical education exemptions
         51246 Physical education exemptions
         51730-51732 Elementary school special day and evening classes
         51745-51749.6 Independent study
         51810-51815 Community service classes
         52500-52523 Adult school
         52530-52531 Use of hospitals
         52540-52544 Adult English dasses
          52550-52556 Classes in citizenship
          52570-52572 Disable adults
          52610-52616.24 Adult schools, finances
          52651-52656 Immigrant Workforce Preparation Act
          60410 Books for affult classes
          84830 Adult education consortium
          84900-84920 Adult Education Block Grant
          WELFARE AND INSTITUTIONS CODE
          11320-11329. CalWORKs, including education and job training
          CODE OF REGULATIONS, TITLE 5
           10501 Adult education
           10508 Records and reports
           10530-105$4 Standards
           80034 Teliching credentials, adult education
           80034.5 Adult education, substitute teacher
           80036-80036.4 Requirements for designated subjects adult education credential
           80040.1-80040.2.7 Programs of personalized preparation for the designated subjects adult education
           teaching credentialing
           UNITED STATES CODE, TITLE 20
           2301-2415 Carl D. Perkins Career and Technical Education Act
           UNITED STATES CODE, TITLE 29
            310 -3255 Workforce Innovation and Opportunity Act
            3271-3333 Adult Education and Family Literacy Act
```

Management Resources: (see next page)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Adult Education Handbook for California, 2005 Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013

California Council for Adult Education: http://www.ccaestate.org California Department of Education. http://www.cde.ca.gov/sp/ae

California Department of Industrial Relations, Division of Apprenticeship Standards:

https://www.dir.ca.gov/das

Commission on Teacher Credentialing: http://www.ctc.ca.gov Comprehensive Adult Student Assessment Systems: https://www.casas.org

Policy adopted: CSBA MANUAL MAINTENANCE SERVICE May 2016

AR 6200(a) Instruction

## ADULT EDUCATION

Note: The following administrative regulation may be revised for consistency with the adult education plan adopted by the regional consortium established for the Adult Education Block Grant, pursuant to Education Code 84906, as added by AB 104 (Ch. 13, Statutes of 2015). In addition, districts that participate in a county-operated adult education program (Option 2 in the accompanying Board policy) should tailor the following administrative regulation to delete references to district programs.

### Enrollment

With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

Note: The following paragraph may be revised to reflect programs in which the district participates.

For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. For other adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code \$2610, 84901)

# Concurrent Enrollment of High School Students

High school students shall be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

- The adult education program, course, or class is not offered in the regular high school 1. curriculum.
- The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school. 2.

(cf. 6146.1 - High School Graduation Requirements)

The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's career technical 3. education program.

(cf. 6178 - Career Technical Education)

The adult education program, course, or class supplements and enriches the high school student's educational experience. 4.

Note: The following paragraph is optional.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes his/her parent/guardian and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

- That the student is enrolling voluntarily in the adult education course or class 1.
- That this enrollment will enhance the student's progress toward meeting educational 2. requirements for high school graduation

Note: The following paragraph is optional. Education Code 52500.1 does not require that the above statement be signed. However, obtaining the signature of all parties is one way to document the student's voluntary participation in the program and the high school representative's determination that the program will enhance the student's progress toward graduation

The above statement shall be signed by the student, the parent/guardian, and the certificated high school representative.

(cf. 6164.2 - Guidance Counseling Services)

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or/necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program, (Education Code 52523)

## Programs and Courses

Note: The following list should be revised to reflect the types of adult education programs offered by the district. Education Code 84913, as added by AB 104 (Ch. 13, Statutes of 2015), authorizes the use of \dult Education Block Grant funds to support the programs listed in items #1-7 below. Education Code 976, as amended by AB 104, authorizes the use of local control funding formula and/or other district ds for many of these same purposes, as well as the purposes listed in items #8-12 below.

Adult education classes or courses shall offer instruction in one or more of the following: (Education Code 41976, 84913)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Note: Education Code 52550-52556 set conditions for establishing citizenship programs in high school districts when 25 or more persons residing in the district apply for such training.

- 2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation
- 3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce
- 4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school
- 5. Programs for adults with disabilities
- 6. Short-term career technical education programs with high employment potential

Note: Education Code 84917, as added by AB 104 (Ch. 13, Statutes of 2015), authorizes the use of Adult Education Block Grant funds to support pre-apprenticeship training activities, as provided in item #7 below. Pre-apprenticeship training activities must be conducted in coordination with apprenticeship programs approved by the California Department of Industrial Relations' Division of Apprenticeship Standards for the occupation and geographic area.

7. Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs

Note: The types of programs listed in optional items #8-12 below are not authorized uses of the Adult Education Block Grant. However, Education Code 41976 authorizes the use of other district funds for these purposes, as well as the purposes listed in items #1-2 and #5-7 above.

8. Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting

Note: Education Code 52540-52544 set conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

- English as a second language 9.
- Programs for older adults 10.
- Home economics 11.
- Health and safety education 12.

Note: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the CDE. According to the CDE's Adult Education Handbook for California districts must annually submit a list of course titles to the CDE for approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on the CDE's web site.

The Superintendent or designer shall annually submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

Note: The following optional paragraph is for use by districts that offer community service classes; see BP 6146.4 - Service Learning/Community Service Classes. Pursuant to Education Code 51810, the district may provide community service classes in specified subjects without the approval of the CDE.

Adults also may be enrolled in community service classes offered by the district. (Education Code 51811)

(cf. 6146.4 - Service Learning/Community Service Classes)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

## Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

(cf. 6158 - Independent Study)

Participation in independent study shall be voluntary. (Education Code 51747)

Any course taken through independent study shall be a course listed in Education Code 51225.3 or otherwise required by the Board for high school graduation. (Education Code 46300.4)

An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1)

#### Fees

Note: Education Code 52612-52613 authorize the district to charge fees for adult education classes, with certain exceptions. The total of these fees plus revenues derived from ADA must not exceed the estimated cost of all such classes. The following section should be revised to reflect district practice.

No fee shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

- A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
- 2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

Note: The following paragraph is optional.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed dost, for books furnished to adult education students. In some cases books may be obtained from the district at cost or may be obtained on loan with the payment of a refundable deposit. In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes. (Education Code 52615, 60410)

(cf. 3260 - Fees and Charges)

Regulation approved:

CSBA MANUAL MAINTENANCE SERVICE May 2016

BB 9222(a) **Board Bylaws** 

### RESIGNATION

Note: Pursuant to Education Code 5090, a Governing Board member who wishes to resign must file a written resignation with the County Superintendent of Schools having jurisdiction over the district. The resignation results in a vacancy on the Board which, pursuant to Government Code 1770 and Education Code 5091-5093, requires the Board to either order an election or make a provisional appointment as appropriate, unless the vacancy occurs within four months of the end of the Board member's term in which case the Board will take no action. See BB 9223 - Filling Vacancies for information about timelines, processes, and eligibility requirements for filling vacancies.

A member of the Governing Board who wishes to resign from the Board shall file a written resignation with the County Superintendent of Schools. (Education Code 5090)

Note: The following paragraph is optional.

The resigning Board member shall also notify the Board and give a copy of his/her written resignation to the Board secretary.

The resignation shall become effective when filed with the County Superintendent, except when a deferred effective date is specified in the resignation. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

A Board member who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all the powers of the office, except that he/she shall not have the right to vote for his/her successor in an action taken by the Board to make a provisional appointment. (Education Code 5091, 35178)

(cf. 9223 - Filling Vacancies)

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

(cf. 9270 - Conflict of Interest)

Legal Reference: (see next page)

## RESIGNATION (continued)

### Legal Reference:

EDUCATION CODE
5090-5095 Vacancies on the board
35178 Resignation with deferred effective date
GOVERNMENT CODE
1770 Vacancy on the board
87300-87313 Conflict of interest code
87500 Statement of economic interests

## Management Resources:

<u>CSBA PUBLICATIONS</u> <u>Filling a Board Vacancy</u>, rev. December 2010 <u>WEB SITES</u> CSBA: http://www.csba.org Board Bylaws BB 9270(a)

#### CONFLICT OF INTEREST

Note: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract." Even when a conflict does not exist pursuant to those statutes, a violation might still occur under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

Because the law and definitions are quite complex, it is strongly recommended that districts consult with legal counsel and staff from the Fair Political Practices Commission (FPPC) as soon as a potential conflict is presented.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

Note: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation) (cf. 9222 - Resignation)

#### Conflict of Interest under the Political Reform Act

Note: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected Board member must disclose the interest and disqualify himself/herself from participating in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

Note: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) he/she discloses the existence of the conflict and describes with particularity the nature of his/her economic interest in the contract; (2) gives a summary description of the circumstances under which he/she believes the conflict may arise; and (3) either he/she, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that legal counsel be consulted when situations arise involving the rule of necessity, as strict compliance is required.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

## Additional Requirements for Boards that Manage Public Investments

Note: The following optional section is for use only by districts in which the Board and/or designated employees are considered to be "officials who manage public investments" and who are required to

file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.

According to the FPPC, officials who manage public investments are boards or designated employees who manage the investment of district surplus or special reserve funds in permitted securities and investments pursuant to Education Code 41015. Those boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, even if they delegate day-to-day investment decisions to staff, or approve investment transactions involving these funds are considered officials who manage public investments.

The Board does <u>not</u> manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

- 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
- 2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.
  - However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.
- 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
  - If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.
- 4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to

Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

## Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Note: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. California appellate courts have ruled in McGee v. Balfour Beatty Construction LLC and Davis v. Fresno Unified School District that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district. However, the Attorney General has opined in 63 Ops.Cal.Atty.Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and legal counsel should be consulted as appropriate.

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

Note: The district may enter into a contract when a Board member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a contract with the Board member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.

Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

Note: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops.Cal.Atty.Gen. 320 (1997))

Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (Thorpe v. Long Beach Community College District, 69 Ops.Cal.Atty.Gen. 255 (1986))

Because this area of law is complex, it is strongly recommended that district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

### Common Law Doctrine Against Conflict of Interest

Note: Even when there is not a conflict pursuant to the PRA (Government Code 87100-87505) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation

owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Districts are encouraged to consult legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

## **Incompatible Offices and Activities**

Note: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 **mandates** the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then his/her position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office. See BB 9220 - Governing Board Elections.

The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

#### Gifts

Note: Pursuant to 2 CCR 18730, the gift limitation is currently \$460. This amount is adjusted in odd-numbered years by the FPPC. Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation. For those Board members who file a Form 700 based on the disclosure categories specified in the district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

Several exceptions exist within the Government Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. If questions arise as to such exceptions, the district may seek clarification from the FPPC through email to advice@fppc.ca.gov or consult legal counsel.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Note: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

- 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
- 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

#### Honoraria

Board members and designated employees shall not accept any honorarium, which is defined

as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

- 1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
- 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

#### Legal Reference:

#### **EDUCATION CODE**

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

#### FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

### **GOVERNMENT CODE**

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

#### REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

Legal Reference continued: (see next page)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

**COURT DECISIONS** 

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal. App. 4th 261

Klistoff v. Superior Court, (2007) 157 Cal. App. 4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal. App. 4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal. App. 4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 <u>Ops.Cal.Atty.Gen.</u> 19 (2009)

89 <u>Ops.Cal.Atty.Gen.</u> 217 (2006)

86 <u>Ops.Cal.Atty.Gen.</u> 138(2003)

85 <u>Ops.Cal.Atty.Gen.</u> 60 (2002)

82 <u>Ops.Cal.Atty.Gen</u>. 83 (1999)

81 <u>Ops.Cal.Atty.Gen</u>. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 <u>Ops.Cal.Atty.Gen</u>. 255 (1986)

68 <u>Ops.Cal.Atty.Gen</u>. 171 (1985)

65 <u>Ops.Cal.Atty.Gen</u>. 606 (1982)

63 Ops.Cal.Attv.Gen. 868 (1980)

### Management Resources:

#### CSBA PUBLICATIONS

<u>Conflict of Interest: Overview of Key Issues for Governing Board Members</u>, Fact Sheet, July 2010 FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

<u>Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules,</u> 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

**WEB SITES** 

CSBA: http://www.csba.org

Fair Political Practices Commission: http://www.fppc.ca.gov

Institute of Local Government: http://www.ca-ilg.org

Bylaw adopted:

CSBA MANUAL MAINTENANCE SERVICE
May 2016

#### **CONFLICT OF INTEREST**

# RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Government Code 87303 requires a district's conflict of interest code to be approved by a code reviewing body. For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

The code reviewing body needs to review only the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each	h public
agency in California to adopt a conflict of interest code; and	
WHEREAS, the Governing Board of the	School
District has previously adopted a local conflict of interest code; and	

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the	School District has recently reviewed its
positions, and the duties of each position, and the current conflict of interest code are necessar	
WHEREAS, any earlier resolutions, bylaws, conflict of interest code shall be rescinded and and	and/or appendices containing the district's superseded by this resolution and Appendix;
NOW THEREFORE BE IT RESOLVED the District Governing Board adopts the following Appendix of Designated Employees and Disclosure Control of Contr	ing Conflict of Interest Code including its
PASSED AND ADOPTED THIS day he following vote:	of, at a meeting, by
AYES: NOES: ABSENT:	_
Attest:	
Secretary/President	

# Conflict of Interest Code of the School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

#### **APPENDIX**

## **Disclosure Categories**

Note: The following list must be modified to reflect the specific disclosure categories in the district.

- 1. Category 1: A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
- 2. Category 2: A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.

Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.

- 3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

## **Designated Positions**

Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Directo	r 2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

## **Disclosures for Consultants**

Note: The definition of designated employees in Government Code 82019 includes consultants. preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

- Approve a rate, rule, or regulation 1.
- 2. Adopt or enforce a law
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, 3. order, or similar authorization or entitlement
- Authorize the district to enter into, modify, or renew a contract that requires district 4. approval
- Grant district approval to a contract that requires district approval and in which the 5. district is a party, or to the specifications for such a contract
- Grant district approval to a plan, design, report, study, or similar item 6.
- Adopt or grant district approval of district policies, standards, or guidelines 7.

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Exhibit version: CSBA MANUAL MAINTENANCE SERVICE

May 2016

## CONFLICT OF INTEREST

# RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Government Code 87303 requires a district's conflict of interest code to be approved by a code reviewing body. For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

The code reviewing body needs to review only the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires of	each public
agency in California to adopt a conflict of interest code; and	
	Sabool

WHEREAS, the Governing Board of the \_\_\_\_\_ School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the S positions, and the duties of each position, and has the current conflict of interest code are necessary;	school District has recently reviewed its as determined that ( <u>changes/no changes</u> ) to and
WHEREAS, any earlier resolutions, bylaws, a conflict of interest code shall be rescinded and su and	nd/or appendices containing the district's
NOW THEREFORE BE IT RESOLVED that District Governing Board adopts the following Appendix of Designated Employees and Disclosure	g Conflict of Interest Code including its
PASSED AND ADOPTED THIS day of the following vote:	at a meeting, by
AYES: NOES: ABSENT:	
Attest:	
Secretary/President	

# Conflict of Interest Code of the School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

## **APPENDIX**

## **Disclosure Categories**

Note: The following list must be modified to reflect the specific disclosure categories in the district.

- 1. Category 1: A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
- 2. Category 2: A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.

Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.

- 3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - Investments, business positions, and sources of income, including gifts, loans, and travel payments.

## **Designated Positions**

Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."

Designated Position	<b>Disclosure Category</b>
Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	or 2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

## Disclosures for Consultants

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

- 1. Approve a rate, rule, or regulation
- 2. Adopt or enforce a law
- 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
- 4. Authorize the district to enter into, modify, or renew a contract that requires district approval
- 5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
- 6. Grant district approval to a plan, design, report, study, or similar item
- 7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Exhibit version:

CSBA MANUAL MAINTENANCE SERVICE May 2016

## PAYMENT FOR GOODS AND SERVICES

## **Payment for Construction Contracts**

Payment on any contract for the creation, construction, alteration, repair, or improvement of any district property or facility or other public works project shall be made in accordance with the estimates, process, and/or schedule approved by the Governing Board.

As necessary, the Superintendent or designee may make progress payments as actual work is completed or materials are delivered. When a payment request is properly submitted by a contractor, any undisputed portion of the payment request shall be paid within 30 days. If the Superintendent or designee determines any payment request to be improper, he/she shall return the payment request to the contractor with a written statement of reasons why the request is not proper. (Public Contract Code 9203, 20104.50)

```
(cf. 3312 - Contracts)
```

The district may withhold up to five percent of the proceeds due to the contractor until completion and acceptance of the project. (Public Contract Code 7201)

The proceeds to be withheld by the district may exceed five percent when the Board has made a finding, prior to the bid and during a properly noticed and regularly scheduled public meeting, that the project is substantially complex and requires a higher retention amount than five percent. In such cases, the Board's finding shall include a description of the specific project and why it is a unique project that is not regularly, customarily, or routinely performed by the district or licensed contractors. The bid documents shall include details explaining the basis for the finding and the actual amount to be withheld. (Public Contract Code 7201)

```
(cf. 3311 - Bids)
(cf. 9320 - Meetings and Notices)
(cf. 9324 - Minutes and Recordings)
```

At any time after 50 percent of the work has been completed, the Board may release the withheld proceeds if it finds that satisfactory progress is being made. (Public Contract Code 9203)

Proceeds withheld by the district from payments to contractors for public works contracts shall be released within 60 days after the construction or improvement is completed. In the event of a dispute between the district and the contractor, the district may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. (Public Contract Code 7107)

Policy adopted:

CSBA MINOR REVISIONS May 2016

## SEX OFFENDER NOTIFICATION

The Superintendent or designee shall develop a plan for receiving and communicating information about registered sex offenders residing within district boundaries. He/she shall ensure, at a minimum, that the following components are part of the plan:

- 1. The Superintendent or designee shall appoint a staff member to serve as liaison with law enforcement regarding these matters.
- 2. The Superintendent or district liaison shall, at the beginning of each school year, contact local law enforcement to coordinate the receipt of information. Law enforcement shall be informed that all notifications and correspondence should be directed to the liaison as well as the individual school sites. A letter shall be sent annually to local law enforcement, identifying the name, phone number, and address of the liaison.
- 3. The Superintendent or district liaison shall collaborate with law enforcement in order to alert children to the dangers of sex offenders, develop a system for distributing information about sex offenders, and train school staff and parents/guardians about the roles and responsibilities of both the district and law enforcement.



The Superintendent or liaison shall, at the beginning of each school year, notify parents/guardians of the district's willingness and intention to work with law enforcement on this matter and shall explain the appropriate roles and responsibilities of both the district and law enforcement.

This communication shall also explain:

- a. The reporting requirements pursuant to Penal Code 290 and 290.45, including the fact that law enforcement is the agency best able to assess the relative danger of a sex offender
- b. The ability of the parents/guardians to contact law enforcement for additional information and to view the information on the Megan's Law Internet website
- 5. When law enforcement notifies the district of the residency or employment of a sex offender within district boundaries, the Superintendent or district liaison shall consult with law enforcement about the appropriate scope of the disclosure. When authorized by law enforcement, the Superintendent or liaison may disclose information about a sex offender to the following staff:
  - a. The principal of the school which is in the attendance area of the sex offender's residence or place of employment
  - b. Teachers and classified personnel at that school, including staff responsible for visitor registration

## SEX OFFENDER NOTIFICATION (continued)

- c. Principals and staff at adjacent schools, as appropriate
- d. Security staff
- e. Bus drivers
- f. Yard supervisors
- 6. Any staff member who receives information directly from law enforcement regarding registered sex offenders shall immediately contact the Superintendent or liaison in order to help ensure that the district is able to respond appropriately.
- 7. If an identified sex offender is seen on or near school grounds or around any student, staff shall immediately contact the district liaison. A staff member may also inform local law enforcement.

### Notification to Parents/Guardians

When law enforcement has determined that parents/guardians should be notified regarding the presence of a sex offender in the community, the Superintendent or district liaison shall collaborate with local law enforcement in order to determine an appropriate response. This response may include:

- 1. An article in a school or parent council newsletter notifying parents/guardians that law enforcement information about registered sex offenders is available at the local law enforcement agency headquarters and/or at the school office. This article shall encourage parents/guardians to contact local law enforcement and access the Department of Justice's (DOJ) Megan's Law Internet website for additional information.
- 2. A mailing, at law enforcement's expense, prepared by law enforcement, and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders. This notification shall encourage parents/guardians to contact local law enforcement and access the DOJ's Megan's Law Internet website for additional information.
- 3. A mailing of a letter, at district expense, prepared by law enforcement and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders. This notification shall encourage parents/guardians to contact local law enforcement and access the DOJ's Megan's Law Internet website for additional information.

## **SEX OFFENDER NOTIFICATION** (continued)

Whenever the principal has granted permission to a person who is required to register as a sex offender pursuant to Penal Code 290 to come into a school building or upon school grounds to volunteer at the school, he/she shall notify the parent/guardian of each student at that school, at least 14 days in advance using one of the methods specified in Education Code 48981, that a registered sex offender has been granted such permission, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. (Penal Code 626.81)

(cf. 1240 - Volunteer Assistance) (cf. 5145.6 - Parental Notifications)

Regulation approved:

CSBA MINOR REVISIONS May 2016 All Personnel

## NONDISCRIMINATION IN EMPLOYMENT

The Governing Board is determined to provide district employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation or association with a person or group with one or more of these actual or perceived characteristics.

```
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
```

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

```
(cf. 4032 - Reasonable Accommodation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
```

Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

```
(cf. 4033 - Lactation Accommodation)
```

Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

## NONDISCRIMINATION IN EMPLOYMENT (continued)

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the district's complaint procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action) (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference: (see next page)

## NONDISCRIMINATION IN EMPLOYMENT (continued)

## Legal Reference: EDUCATION CODE 200-262.4 Prohibition of discrimination CIVIL CODE 51.7 Freedom from violence or intimidation **GOVERNMENT CODE** 11135 Unlawful discrimination 11138 Rules and regulations 12900-12996 Fair Employment and Housing Act PENAL CODE 422.56 Definitions, hate crimes CODE OF REGULATIONS, TITLE 2 11019 Terms, conditions and privileges of employment CODE OF REGULATIONS, TITLE 5 4900-4965 Nondiscrimination in elementary and secondary education programs UNITED STATES CODE, TITLE 20 1681-1688 Title IX of the Education Amendments of 1972 UNITED STATES CODE, TITLE 29 621-634 Age Discrimination in Employment Act 794 Section 504 of the Rehabilitation Act of 1973 UNITED STATES CODE, TITLE 42 2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended 2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended 2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964 6101-6107 Age discrimination in federally assisted programs 12101-12213 Americans with Disabilities Act CODE OF FEDERAL REGULATIONS, TITLE 28 35.101-35.190 Americans with Disabilities Act CODE OF FEDERAL REGULATIONS, TITLE 34 100.6 Compliance information 104.7 Designation of responsible employee for Section 504 104.8 Notice 106.8 Designation of responsible employee and adoption of grievance procedures 106.9 Dissemination of policy 110.1-110.39 Nondiscrimination on the basis of age **COURT DECISIONS** Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863 Shephard v. Loyola Marymount, (2002) 102 Cal. App. 4th 837

## Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
California Law Prohibits Workplace Discrimination and Harassment, December 2014
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Questions and Answers: Religious Discrimination in the Workplace, 2008
New Compliance Manual Section 15: Race and Color Discrimination, April 2006
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June

Management Resources continued: (see next page)

## NONDISCRIMINATION IN EMPLOYMENT (continued)

Management Resources: (continued)

**WEB SITES** 

California Department of Fair Employment and Housing: http://www.dfeh.ca.gov

U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

Policy adopted:

CSBA MINOR REVISIONS May 2016 Certificated Personnel AR 4112(a)

## APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the Governing Board shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

```
(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4121 - Temporary/Substitute Personnel)
```

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy (Education Code 44250-44279, 44330)

```
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
```

2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)

```
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act) (cf. 6171 - Title I Programs)
```

- 3. Submit to fingerprinting as required by law (Education Code 44830.1)
- 4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)

```
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check))
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
```

- 5. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)
- 6. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)

(cf. 3515.5 - Sex Offender Notification)

- 7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)
- 8. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)

# APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

9. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)

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

10. Submit to drug and alcohol testing as required by Board policy

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

- 11. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)
- 12. File the oath or affirmation of allegiance required by Government Code 3100-3109 (cf. 4112.3/4212.3/4312.3 Oath or Affirmation)
- 13. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation

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

Legal Reference: (see next page)

## APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

## Legal Reference:

#### EDUCATION CODE

35161 Powers and duties

44008 Effect of termination of probation

44009 Conviction of specified crimes; definitions

44010 Sex offense

44011 Controlled substance offense

44066 Limitation on certification requirements

44250-44277 Credential types

44330 Effect of registration of certification document

44830.1 Felons; certificated positions; criminal record summary; fingerprints

44836 Employment of person convicted of sex offenses or controlled substance offenses

44837 Employment of sexual sociopath

44838 Statement of military service

44839 Medical certificate

44839.5 Medical certificate for retirant

49406 Examination for tuberculosis

## **GOVERNMENT CODE**

3100-3109 Oaths or affirmations of allegiance for disaster service workers and public employees

12940-12950 Unlawful employment practices

#### PENAL CODE

290 Registration of sex offenders

290.95 Disclosure by persons required to register as sex offenders

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

## WELFARE AND INSTITUTIONS CODE

6300-6332 Sexual psychopaths

CODE OF REGULATIONS, TITLE 5

6100-6125 Teacher qualifications, No Child Left Behind Act

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

BP 4112.21(a)

#### **Certificated Personnel**

#### **INTERNS**

The district may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

```
(cf. 4112.2 - Certification)
(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
```

The district may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a district intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

```
(cf. 4111/4211/4311 - Recruitment and Selection)
```

The Superintendent or designee shall ensure that any intern employed by the district possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential. (Education Code 44454, 44325, 44326, 44830.3)

```
(cf. 4113 - Assignment)
```

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable.

```
(cf. 4116 - Probationary/Permanent Status)
(cf. 4141/4241 - Collective Bargaining Agreement)
```

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

```
(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)
```

## INTERNS (continued)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

Upon receiving notification from the Superintendent or designee that an intern has successfully completed the program, the Governing Board may recommend to the CTC that the intern be awarded a preliminary credential. (Education Code 44328, 44468, 44830.3)

The Board shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

(cf. 0500 - Accountability)

```
Legal Reference:
```

```
EDUCATION CODE
300-340 English language education for immigrant children
44225 Credentials, responsibilities of Commission on Teacher Credentialing
44225.7 Priority for hiring fully prepared teacher
44253.3-44253.4 Certificate to provide services to English learners
44253.10 Qualifications to provide specially designed academic instruction in English
44259 Minimum requirements for teaching credential
44314 Diversified or liberal arts program
44321 CTC approval of intern programs
44325-44328 District interns
44339-44341 Teacher fitness
44450-44468 Teacher Education Internship Act of 1967 (university interns)
44830.3 Employing district interns
44885.5 District interns classified as probationary employees
CODE OF REGULATIONS, TITLE 5
6100-6126 No Child Left Behind teacher requirements
80021.1 Provisional internship permit
80033 Intern teaching credential
80055 Intern credential, extension for extenuating circumstances
UNITED STATES CODE, TITLE 20
6319 Highly qualified teachers
7801 Definitions, highly qualified teacher
7801 Note Applicability of federal regulation defining interns as highly qualified teachers
COURT DECISIONS
Renee v. Duncan, 686 F.3d 1002 (2012)
```

Management Resources: (see next page)

## INTERNS (continued)

### Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-840 Early Completion Option

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev.

February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners,

Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013

California Standards for the Teaching Profession, October 2009

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Administrator's Assignment Manual, 2008

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS (continued)

Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, Coded Correspondence 08-03, March 3, 2008

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. October 5, 2006

**WEB SITES** 

CSBA: http://www.csba.org

Commission on Teacher Credentialing, Interns: http://www.ctc.ca.gov/educator-prep/intern

U.S. Department of Education: http://www.ed.gov

## SPECIAL EDUCATION STAFF

## Qualifications/Assignment of Special Education Teachers

Any teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with the primary disability within the program placement recommended in the students' individualized education program (IEP). (5 CCR 80046.1-80048.9.4)

```
(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)
(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
```

The district may employ a person with an appropriate district intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

```
(cf. 4112.21 - Interns)
```

The Superintendent or designee may request that the CTC issue a special education limited assignment teaching permit which authorizes a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80026, 80027.1)

As needed, the district may apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may, as appropriate, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship permit pursuant to 5 CCR 80021.1, or, as a last resort, a credential waiver.

Individuals providing related services to students with disabilities, including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

## SPECIAL EDUCATION STAFF (continued)

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

The Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their knowledge and skills.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

Whenever a candidate for a clear education specialist credential is employed by the district, the Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

(cf. 4131.1 - Teacher Support and Guidance)

## **Resource Specialists**

The duties of resource specialists shall include, but are not limited to: (Education Code 56362; 5 CCR 80070.5)

- 1. Providing instruction and services for students with disabilities whose needs have been identified in an IEP
- 2. Conducting educational assessments
- 3. Providing information and assistance for students with disabilities and their parents/guardians
- 4. Providing consultation, resource information, and material regarding students with disabilities to staff members in the regular education program and the students' parents/guardians
- 5. Coordinating special education services with the regular school program for each student with disabilities enrolled in the resource specialist program
- 6. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team
- 7. Providing services for secondary students that emphasize academic achievement, career and vocational development, and preparation for adult life

#### SPECIAL EDUCATION STAFF (continued)

Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362.

#### Caseloads

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, the collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

```
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4141/4241 - Collective Bargaining Agreement)
```

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Governing Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

```
(cf. 1431 - Waivers)
```

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

Legal Reference: (see next page)

## SPECIAL EDUCATION STAFF (continued)

```
Legal Reference:
        EDUCATION CODE
        8264.8 Staffing ratios
        44250-44279 Credentials, especially:
        44256 Credential types, specialist instruction
        44258.9 Assignment monitoring
        44265-44265.9 Special education credential
         44325-44328 District interns
        44830.3 District interns, supervision and professional development
        56000-56865 Special education, especially:
         56195.8 Adoption of policies
         56361 Program options
         56362-56362.5 Resource specialist program
         56363.3 Maximum caseload; language, speech, and hearing specialists
         56440-56441.7 Programs for individuals between the ages of three and five years; caseloads
         CODE OF REGULATIONS, TITLE 5
         3051.1-3051.24 Staff qualifications to provide related services to students with disabilities
         3100 Waivers of maximum caseload for resource specialists
         6100-6126 Teacher qualifications, No Child Left Behind Act
         80021 Short-term staff permit
         80021.1 Provisional internship permit
         80023.2 Emergency permits
         80025.4 Substitute teaching, special education
         80026 Declaration of need for fully qualified educators
         80027.1 Special education limited assignment teaching permit
         80046.1 Adapted physical education specialist
         80046.5 Credential holders authorized to serve students with disabilities
         80047-80047.9 Credentials to provide instructional services to students with disabilities
         80048-80048.9.4 Credential requirements and authorizations
          80070.1-80070.6 Resource specialists
         UNITED STATES CODE, TITLE 20
         1400-1482 Individuals with Disabilities Education Act, especially:
          1401 Definition of highly qualified special education teacher
          6319 Highly qualified teachers
          7801 Definitions, highly qualified teacher
          CODE OF FEDERAL REGULATIONS, TITLE 34
          200.55-200.57 Highly qualified teachers
          300.8 Definition of autism
          300.18 Highly qualified special education teachers
          300.34 Related services
          300.156 Special education personnel requirements
```

Management Resources: (see next page)

### SPECIAL EDUCATION STAFF (continued)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Special Education Teaching and Services Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, May 26, 2014

Education Specialist Teaching and Other Related Services Credential Program Standards, 2012 WEB SITES

California Association of Resource Specialists and Special Education Teachers:

http://www.carsplus.org

California Department of Education, Special Education: http://www.cde.ca.gov/sp/se

California Speech-Language-Hearing Association: http://www.csha.org

Commission on Teacher Credentialing: http://www.ctc.ca.gov

National Association of Special Education Teachers: http://www.naset.org

Regulation approved:

### All Personnel

#### E 4112.9(a) 4212.9 4312.9

## EMPLOYEE NOTIFICATIONS

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950; 2 CCR 11023	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	AR 6112	Public hearing on alternative schedule
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
Electronically to all employees, no more than twice per school year per child needing medication	Education Code 49414.7	AR 5141.21	Request for volunteers to administer emergency antiseizure medication; training to be provided
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102	BP 4020 BP 4159 4259 4359	District's drug- and alcohol- free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees via employee handbook, or to each new employee	2 CCR 11096; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees and job applicants	34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (cor	ntinued)		
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment, and to nonpermanent employees in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employees in district with ADA of 250 or more by March 15 of employee's second consecutive year of employment	Education Code 44929.21	AR 4117.6	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (cont	inued)		
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
To teachers when school is identified for Title I program improvement restructuring	20 USC 6316	AR 0520.2	School identified for restructuring; opportunity to comment and participate
III. To Classified Employees			
To classified employee charged with mandatory leave of absence offense, in merit system district	Education Code 44940.5	AR 4218	Notice of intent to dismiss in 30 days
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, procedures, and employee rights

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (contin	nued)		
To classified employees at least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
IV. To Administrative/Supervisory Personnel			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. To Administrative/Supervisory	Personnel (continued)		
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under	Special Circumstance	es s	
In the event of a breach of security of district records, to affected employees	Civil Code 1798.21	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204, 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Unde	r Special Circumstance	es (continued)	
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Exhibit version:

CSBA MINOR REVISIONS May 2016

#### Certificated Personnel

### EARLY RETIREMENT OPTION

When it is beneficial to the district, the Governing Board may offer certificated employees the option to retire early in accordance with law.

## Two Years of Service Credit Retirement Incentive

As an incentive to early retirement for certificated employees participating in the State Teachers' Retirement System (STRS), the Board may offer such employees an additional two years of service credit. (Education Code 22714, 44929)

Before taking formal action to approve this service incentive, the Board shall determine that encouraging early retirement would be in the best interest of the district due to the curtailment of services or changes in the manner in which services are performed and that the retirement will result in a net savings to the district. The Board shall demonstrate and certify to the County Superintendent of Schools that the formal action taken would result in a net savings to the district. (Education Code 22714, 44929)

The Board may also consider the impact of the early retirement option on the staffing needs of district schools.

To be eligible for the two years of service credit option, the employee must have five or more years of service credit and must retire during a period of 60 to 120 days after the Board takes formal action to implement the option. (Education Code 22714)

In providing the early retirement option, the district shall meet all conditions as specified in Education Code 22714 and 44929.

# Two + Two Retirement Incentive: 2 Years of Service Credit + 2 Years of Age Credit

As an incentive to early retirement for certificated employees participating in the State Teachers' Retirement System, the Board may offer an additional two years of service credit and two years of age credit to employees who retire within the "window period" established by the Board in a Memorandum of Understanding or by Board action prior to January 1, 2005 pursuant to repealed Education Code 22714.5.

Legal Reference: (see next page)

# EARLY RETIREMENT OPTION (continued)

Legal Reference:

EDUCATION CODE

22714 Service credit under STRS; additional two years

44929 Service credit under STRS; additional two years

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

United Teacher of Los Angeles v. Los Angeles Unified School District (1994) 24 Cal. App. 4th 1510

Management Resources:

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM PUBLICATIONS

Retirement Incentive Program, Frequently Asked Questions

California State Teachers' Retirement System: http://www.calstrs.com

**Policy** adopted: CSBA MINOR REVISIONS May 2016

## CHILD ABUSE PREVENTION AND REPORTING

#### **Definitions**

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

- A physical injury or death inflicted by other than accidental means on a child by 1. another person
- Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in 2. Penal Code 11165.1
- Neglect of a child as defined in Penal Code 11165.2 3.
- Willful harming or injuring of a child or the endangering of the person or health of a 4. child as defined in Penal Code 11165.3
- Unlawful corporal punishment or injury as defined in Penal Code 11165.4 5.

```
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)
```

Child abuse or neglect does not include:

- A mutual affray between minors (Penal Code 11165.6) 1.
- An injury caused by reasonable and necessary force used by a peace officer acting 2. within the course and scope of his/her employment (Penal Code 11165.6)

(cf. 3515.3 - District Police/Security Department)

- An injury resulting from the exercise by a teacher, vice principal, principal, or other 3. certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
- An injury caused by a school employee's use of force that is reasonable and necessary 4. to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

```
(cf. 5131.7 - Weapons and Dangerous Instruments)
```

(cf. 5144 - Discipline)

<sup>(</sup>cf. 6159.4 - Behavioral Interventions for Special Education Students)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

```
(cf. 6142.7 - Physical Education and Activity)
(cf. 6145.2 - Athletic Competition)
```

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

### Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

## Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

#### **Reporting Procedures**

### 1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Name of appropriate agency)
1400 W. Lace Blod., Bld. #8

(Address)
559-582-3211

(Phone number)

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

### 2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

### 3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

#### **Training**

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

### Victim Interviews by Social Services

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

- 1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
- 2. The selected person shall not participate in the interview.
- 3. The selected person shall not discuss the facts or circumstances of the case with the child.
- 4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

### Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

### Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint

with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

#### **Notifications**

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

- 1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
- 2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

Regulation approved:

CSBA MINOR REVISIONS May 2016 Instruction AR 6158(a)

#### INDEPENDENT STUDY

#### **Educational Opportunities**

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

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

(cf. 6143 - Courses of Study)

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

(cf. 5112.3 - Student Leave of Absence)

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

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

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

```
(cf. 5113 - Absences and Excuses)
```

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

(cf. 6146.1 - High School Graduation Requirements)

### Equivalency

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

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

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

### Eligibility for Independent Study

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

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

(cf. 5111.1 - District Residency)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

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

(cf. 6183 - Home and Hospital Instruction)

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

(cf. 6200 - Adult Education)

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

(cf. 5146 - Married/Pregnant/Parenting Students) (cf. 6184 - Continuation Education)

#### Master Agreement

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

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

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

- 1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
- 2. The objectives and methods of study for the student's work and the methods used to evaluate that work
- 3. The specific resources, including materials and personnel, that will be made available to the student
- 4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
- 5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
- 6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
- 7. A statement that independent study is an optional educational alternative in which no student may be required to participate

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

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

The signed, dated agreement may be maintained on file electronically. (Education Code 51747)

## Course-Based Independent Study

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

- Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.
- 3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.

4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

#### (cf. 5125 - Student Records)

- 5. Examinations shall be administered by a proctor.
- 6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

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

- 7. A student shall not be required to enroll in courses included in this program.
- 8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
- 9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar) (cf. 6112 - School Day)

- 10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
- 11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

- 1. A summary of the district's policies and procedures related to this program
- 2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
- 3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
- 4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
- 5. The specific resources, including materials and personnel, that will be made available to the student
- 6. A statement that the student is not required to enroll in courses in this program
- 7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

### **Monitoring Student Progress**

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

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

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

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

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

# Responsibilities of Independent Study Administrator

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

 Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator

- Approving or denying the participation of students requesting independent study
- 3. Facilitating the completion of written independent study agreements
- 4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
- Approving all credits earned through independent study
- 6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

## Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

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

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

- 1. Completing designated portions of the written independent study agreement
- Supervising and approving coursework and assignments
- 3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
- 4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
- 5. Providing direct instruction and counsel as necessary for individual student success
- 6. Regularly meeting with the student to discuss the student's progress

- Determining the time value of assigned work or work products completed and submitted by the student
- 8. Assessing student work and assigning grades or other approved measures of achievement

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

(cf. 4131 - Staff Development)

#### Records

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

- A copy of the Board policy, administrative regulation, and other procedures related to independent study
- 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
- 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
- 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Regulation approved:

CSBA MINOR REVISIONS May 2016 Instruction AR 6171(a)

#### TITLE I PROGRAMS

#### **Schoolwide Programs**

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6312, 6314)

Any participating school shall develop, annually review, and update a single plan for student achievement which incorporates the plan required by 20 USC 6314 for reforming the school's total instructional program and plans required by other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

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

A schoolwide program shall include: (20 USC 6314)

1. A comprehensive needs assessment of the entire school, including the needs of migrant students, which includes the achievement of students in relation to state academic content and achievement standards

```
(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)
(cf. 6175 - Migrant Education Program)
```

- 2. Schoolwide reform strategies that:
  - a. Provide opportunities for all students to meet the state's proficient and advanced levels of achievement
  - b. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the school's core academic program, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, and include strategies for meeting the educational needs of historically underserved populations

```
(cf. 5148.2 - Before/After School Programs)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6177 - Summer School)
```

c. Include strategies to address the needs of all students in the school, but particularly the needs of low-achieving students and those at risk of not meeting state achievement standards who are members of the target population of any program that is part of the schoolwide program

Such strategies may include counseling, student services, mentoring services, college and career awareness and preparation, and the integration of vocational and technical education programs.

```
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
```

- d. Address how the school will determine if student needs have been met
- e. Are consistent with and designed to implement state and local improvement plans, if any

```
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)
```

3. High-quality and ongoing professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians to enable all students in the school to meet state academic achievement standards

```
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

4. Strategies to attract high-quality, highly qualified teachers to high-need schools

```
(cf. 4111 - Recruitment and Selection)
```

5. Strategies to increase parent involvement

```
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)
```

6. Plans for assisting preschool children in the transition from early childhood programs to elementary school programs

```
(cf. 5148.3 - Preschool/Early Childhood Education)
```

- 7. Measures to include teachers in decisions regarding the use of academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program
- 8. Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance

(cf. 6179 - Supplemental Instruction)

9. Coordination and integration of federal, state, and local services and programs

### **Targeted Assistance Programs**

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to: (20 USC 6315)

- 1. Students in grades 3-12 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the district and supplemented by the school
- 2. Students in preschool through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures

A targeted assistance program shall: (20 USC 6315)

- Use program resources to help participating students meet state academic achievement standards expected for all students
- 2. Ensure that program planning is incorporated into existing school planning
- 3. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the core academic program, give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I
- 4. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs

- 5. Provide instruction by highly qualified teachers
- 6. Provide opportunities for professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians who work with participating students
- 7. Provide strategies to increase parent involvement
- 8. Coordinate and integrate federal, state, and local services and programs

### Participation of Private School Students

The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)

Teachers, other educational personnel, and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent involvement activities and professional development pursuant to 20 USC 6318 and 6319. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation.

The Superintendent or designee shall consult, in a meaningful and timely manner, with appropriate private school officials during the design and development of the district's Title I programs. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include a discussion of: (20 USC 6320, 7881; 34 CFR 200.63)

- 1. How the needs of private school students will be identified
- What services will be offered
- 3. How, where, and by whom the services will be provided
- 4. How the services will be academically assessed and how assessment results will be used to improve those services

- 5. The size and scope of the equitable services to be provided to private school students and the proportion of funds that is allocated for such services
- 6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
- 7. How and when the district will make decisions about the delivery of service to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
- 8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The Superintendent or designee shall maintain, and shall provide to the California Department of Education upon request, a written affirmation signed by officials of each participating private school that consultation has occurred. (20 USC 6320)

If the private school officials do not provide such affirmation within a reasonable period of time, the Superintendent or designee shall maintain records of the consultation or the offer of consultation.

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain records documenting that:

- 1. The needs of private school teachers and/or private school students were identified.
- 2. The funds made available were equitable to those allocated for public school students and teachers.
- 3. The district's program met the needs of the private school teachers and/or private school students.
- The district made efforts to resolve any complaints made by private school representatives.

Regulation approved:

CSBA MINOR REVISIONS May 2016

#### ACTIONS BY THE BOARD

# ACTIONS REQUIRING A SUPER MAJORITY VOTE

## Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

- Resolution declaring intent of Governing Board 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 pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
- 6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies) (cf. 7150 - Site Selection and Development)

- (cf. 7160 Charter School Facilities)
- 7. When the district has an average daily attendance (ADA) of 2,500 or less 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)
- 8. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

## ACTIONS BY THE BOARD (continued)

9. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

(cf. 6185 - Community Day School)

10. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

11. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

- 12. Resolution to place a parcel tax on the ballot (Government Code 53724)
- 13. 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)

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

- 1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
- 2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices) (cf. 9321 - Closed Session Purposes and Agendas)

## Actions Requiring a Four-Fifths Vote of the Board:

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

(cf. 3110 - Transfer of Funds)

# ACTIONS BY THE BOARD (continued)

- 2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
- 3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
- 4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

Resolution to award a contract for a public works project at \$187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$175,000 or less, all bids received are in excess of \$175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

# Actions Requiring a Unanimous Vote of the Board:

- 1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)
- Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

# Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

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

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Exhibit version:

CSBA MINOR REVISIONS May 2016 Agenda Item:

6a Consider approving the Agreement for Legal Services with Lozano Smith

From: Todd Barlow

Purpose: Lozano Smith will act as special counsel in the Kings County Special Counsel Project Group. The services provided are investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices and intergovernmental relations.

The cost: \$250 per hour for all attorneys (the cost will be divided among 14 districts) \$250 per hour for law clerks/paralegals (the cost will be divided among 14 districts) Kit Carson School's cost is \$892.

Superintendent's Recommendation: Approval



Michael E. Smith Attorney at Law

E-mail: msmith@lozanosmith.com

November 7, 2016

Todd Barlow Superintendent Kit Carson Union Elementary School District 9895 Seventh Avenue Hanford, CA 93230

Re:

Agreement for Legal Services

Dear Mr. Barlow:

Thank you for the privilege of providing legal services to Kit Carson Union Elementary School District. We sincerely appreciate our relationship and look forward to providing outstanding legal counsel. As a member of the Kings County Special Counsel Project Group (Group), we are extending a discounted, blended rate for legal services within the scope of the Group.

Beginning December 1, 2016, our rates for special counsel project work are as follows:

All Attorneys Law Clerks / Paralegals \$250 per hour

\$150 per hour

We are pleased to extend these rates for services performed within the scope of the special counsel project work and associated legal services. We have included an overview of the special counsel role and structure of the Group. For all other legal services, Lozano Smith has provided a separate contract and rates.

Enclosed are two Agreements for Legal Services and Professional Rate Schedules. Upon approval by the Board, please sign and return one Agreement and Professional Rate Schedule. Thank you again for allowing us to serve you.

Sincerely,

LOZANO SMITH

Michael E. Smith

MES/jv

Enclosures: Overview of special counsel role and structure of the Group

Two (2) Agreements for Legal Services and Professional Rate Schedules



# SPECIAL COUNSEL PROJECT WORK

- > Who Participates: The Special Counsel Project Work would be available to the County Office and all school districts within Kings County.
- Legal Work: Special project work would focus on issues of common concern to all participating districts. Special project legal work may consist of formal legal opinions, memos, model documents, sample resolutions, guidelines, checklists, or other work product. Districts would determine whether or not to participate on all special project legal work on a per project basis.
- Leadership: An Executive Leadership Team consisting of the County Superintendent and selected District Superintendents would provide Group leadership. The Executive Leadership Team would be responsible for the solicitation and development of legal projects.
- > Cost: Lozano Smith will bill all special counsel project services at \$250/hour.
- > Shared Costs: Special project legal costs would be shared pro rata only by districts electing to receive that special project work.

Example: If a public record act request is received by only some, but not all, districts in the County, the costs incurred in responding to the request would be shared only among the participating districts.

The determination of what constitutes a "pro-rata portion" would be made by the Executive Leadership Team, subject to approval by Group members.

Special Counsel Role: Lozano Smith will serve all districts in this joint capacity as special counsel. Each participating district's current law firm could continue to provide all other legal work. This model would not displace any current legal arrangements; instead, it would supplement existing legal services on a project/workshop basis for issues common to all or many participating districts. Thus, Lozano Smith would be creating an attorney-client relationship with the participating districts only for designated projects. In order to avoid potential conflicts of interest, unless a participating district requests that Lozano Smith provide separate legal services, no general counsel relationship would be created.



## Sample Special Counsel Project Work

The following is a list, organized by Lozano Smith's current practice areas, of possible special project work:

#### Governance:

- Board member conflict of interest policies
- o Guidelines regarding gift restrictions and disclosure rules
- o Brown Act guidelines
- o Model board agendas, sample welcome letters and public participation requirements
- o Suggested board member codes of conduct
- Board delegation of authority resolutions

#### Technology:

- Email retention guidance
- o Technology use policies for students and employees
- o. Student technology use agreements
- Employee technology use agreements
- o Technology devices: Guidelines on how to conduct lawful searches

#### Special Education:

- Section 504 policies and procedures
- IEP notice and agenda checklist
- Checklist for student assessment and eligibility
- Special education student discipline guidelines
- o Prior written notice template
- o Special education policies
- Special education manuals

#### Labor & Employment:

- o Sample superintendent and administrator employment agreements
- o Model temporary and probationary teacher contracts
- Sample reduction in force documents and checklists
- o Guidelines regarding post-retirement work restrictions and sample post-retirement employment agreements
- o Sample resolutions, model documents, a checklist, and a timeline for the release of temporary/probationary teachers
- o Sample resolutions, model documents, a checklist and a timeline for the release of administrators
- o Model letter for placement of employees on administrative leave
- Model ADA accommodation forms, including sample interactive dialogue letters and guidelines for conducting interactive dialogue meetings
- Sample letters of reprimand
- o Sample 45/90 day notices
- Investigation best practice guidelines
- Leave guidelines and charts
- Collective bargaining communications rules and guidelines



#### Facilities & Business:

- o Design-Bid-Build construction documents
- Cell tower and license agreements
- Contracts and resolutions for energy efficiency projects
- o Goods and services contracts and bid packets
- Model independent contractor/consultant service agreement
- o CEQA checklist
- Model agreement for design professionals
- Contractor pre-qualification documents
- o Sample real property purchase-sale agreements
- o Developer fee resolutions
- o Real property lease/sale checklists
- o Surplus property checklist
- o Property acquisition checklist
- o Technology agreements that protect employee/student privacy
- o Tort claims checklist

#### Students:

- Model student discipline policies and regulations
- Student discipline notices and forms
- Student safety practices and guidelines
- o Firearm protocols for guns on campus
- o Guidelines on how to lawfully search student electronic devices
- o Student immunizations guidelines
- o Checklists/timeline for the discipline of students
- o Investigation best practice guidelines for student discipline matters
- o Guidelines for accessing student discipline records
- Bullying discipline worksheet and sample policy
- Student transfer/residency guideline chart
- Threat assessment guide
- Best practice document for transgender students
- o Title IX best practice guides

#### > Charter Schools:

- o Guidelines for charter petition renewals
- o Guidelines for review of a charter petition
- Template for the operational MOU between the charter school and the chartering agency
- Model special education MOU
- o Model facilities use agreement (Prop. 39)



### AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective December 1, 2016, between the KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

- I. ENGAGEMENT. Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
- II. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
- III. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.
- IV. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
- V. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with

Client. Unless otherwise instructed by Client, any such communications may include confidential information.

- VI. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.
- VII. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

#### VIII. TERMINATION.

- a. <u>Termination by Client</u>. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.
- b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.
- Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

- IX. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.
- X. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

#### XI. DISPUTE RESOLUTION.

- Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.
- b. <u>Dispute Regarding Fees</u>. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).
- c. <u>Binding Arbitration</u>. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall

make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

- d. <u>Effect of Termination</u>. The terms of this section shall survive the termination of the Agreement.
- XII. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.
- XIII. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.
- XIV. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.
- XV. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

XVI. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third

SO AGI	REED:
--------	-------

KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT

LOZANO SMITH, LLP

Todd Barlow Superintendent

Date

Managing Partner



### PROFESSIONAL RATE SCHEDULE FOR KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT (Effective December 1, 2016)

## 1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner\*\* / Senior Counsel / Of Counsel

Associate

Paralegal / Law Clerk

Consultant

\$ 260 - \$ 295 per hour

\$ 200 - \$ 260 per hour

\$ 135 - \$ 150 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

### 2. <u>BILLING PRACTICE</u>

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

### 3. <u>COSTS AND EXPENSES</u>

In-office copying/electronic communication printing

Facsimile

Postage

Mileage

\$ 0.25 per page

\$ 0.25 per page

Actual Usage

IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

From: Kelly Mynderup

Purpose:To approve the CalSTRS 403(b) comply as our 457(b) Plan Administrator

Superintendent's Recommendation: Approval

### 457(b) PLAN BOARD RESOLUTION

The undersigned, being duly authorized to act in this matter by and on behalf of the Board of ("the Board") of Kit Carson Union Elementary School District (the "Employer") and having duly notified, discussed and approved this matter with the members of the Board in a meeting of the Board in accordance with the laws of the state of California, does hereby consent to the adoption by the Employer of the following resolutions:

WHEREAS, it is generally recognized that a retirement plan for employees is a significant tool in recruiting and retaining such employees; and

WHEREAS, the Board deems it desirable and in the best interests of the Employer to establish a Voluntary Retirement Savings Plan under Section 457(b) of the Internal Revenue Code,

NOW, THEREFORE, BE IT RESOLVED, that the Employer hereby establishes the 457 Voluntary Retirement Savings Plan (the "Plan"), for the benefit of its eligible employee(s), effective as of September 15, 2016; and

RESOLVED FURTHER, that JNT Resource Partners, LP dba TCG Administrators is hereby designated as the administrator for the Plan; and

RESOLVED FURTHER, that the officers of the Employer listed below be and are hereby authorized and directed to execute the Plan for and on behalf of the Employer with such changes in the Plan as may be approved by such officers, their approval to be conclusively evidenced by their execution thereof; and

RESOLVED FURTHER, that such officers be and they hereby are authorized and directed to take any and all further action, including the execution and delivery of documents and instruments, as such officers may deem necessary or desirable in their sole discretion to effectuate fully and carry out the purposes of the foregoing resolutions.

OFFICERS OF THE EMPLOYER NAMED TO ADMINISTER THE PLAN ON BEHALF OF THE **BOARD AND EMPLOYER:** 

IN WITNESS WHEREOF, the undersigned has executed this Written Consent Agreement as of the

21st day of September, 2016

Title: Superintendent/Principal

## THIRD PARTY ADMINISTRATION CONTRACT

This Third Party Administrator Agreement (the "Agreement") is entered into effective as of September 15, 2016 ("Effective Date"), by and between Kit Carson Union Elementary School District (the "Employer"), and JNT Resource Partners, LP dba TCG Administrators ("Third Party Administrator" and "TCG").

For good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

- Contract Term. The Employer agrees to retain Third Party Administrator and Third Party Administrator agrees to provide services to the Employer for a period of one year, commencing 1. on the Effective Date and terminating at the end of the twelfth month thereafter, unless earlier terminated pursuant to the terms of this Agreement (the "Contract Term"). The contract shall be automatically renewed for successive periods of one year each, unless earlier terminated pursuant to the terms of this Agreement, or, either party gives notice of its intention to not automatically renew the contract for a successive period by providing written notice, pursuant to Sections 8 and 19, at least thirty days prior to the end of the then-current term.
- Duties of the Third Party Administrator. Third Party Administrator shall provide 2. services to the Employer. Such services will include, but are not limited to:

#### (a) All Accounts

- Administration of the compliance for the Employer's 457(b) Plan (the "Plan"), including establishing a Trust or Custodial Account, on behalf of the employer, for the Plan.
- Management for the Plan, including all forms, procedures and software needed, handling of all participant distributions from the Plan;
- Annual review of design of the Plan and updates, as needed;
- Documents and summary descriptions of the Plan kept up to date;
- Annual compliance review of operations of the Plan;
- Training for administrative and payroll personnel as needed about the Plan;
- Handling of compliance questions as needed about the Plan;
- Assistance with software design/payroll system issues related to compliance and administration for the Plan;
- Assistance with corrective action on compliance problems involving the Plan with the Internal Revenue Service or other regulatory agencies;
- Research changes in federal laws and regulations and other rules to determine the effect of these on Plan design and operations and keep the employer informed of actions
- Answer questions for administrative and payroll personnel as needed.

# (b) Accounts with Investments through the TCG Administrative Platform

Offering all Plan investments and services to Plan participants through an Internet Website (this includes both pooled/Trustee-directed investments and participantdirected investments);

457CONTRACT

- Send and receive data electronically from investment and/or insurance companies to facilitate the fastest possible investment of participants' funds, balance Plan records daily, and provide online financial data to the Employer and Plan participants;
- Send and receive payroll data and changes by electronic download file from the Employer's payroll system and upload deductions and other Third Party Administrator information back to Employer electronically;
- Generate a billing report to Employer to review for changes (optional);
- Plan contributions wired or mailed from employer payroll office each pay period to the Plan Custodian:
- Maintain records of eligible employees and their salary reduction amounts, including each employee's annual election and the allocation of each employee's contribution to the funds available under the Plan.

All such services shall be provided by the Third Party Administrator upon reasonable prior notice to the Third Party Administrator by the Employer. The Employer may require the Third Party Administrator to render such services to or on behalf of the Employer in connection with a contract, joint venture, partnership, or other arrangement entered into with an affiliate of the Employer or any other party. Third Party Administrator agrees that they will provide services under this Agreement using the standards of care, skill, and diligence normally provided in the performance of the same or similar services.

The Employer acknowledges that some of the services listed in Exhibit I will be provided by TCG Advisors, LP ("TCG") in its capacity as Investment Advisor to the Plan. The Employer hereby agrees to sign a separate Investment Advisory Agreement with TCG in order to receive these services for the Plan. The Employer also agrees that the Third Party Administrator will pay TCG the fee listed in the attached Schedule of Fees from Plan assets.

The Employer acknowledges that the service of receiving Plan funds and forwarding these along with necessary records to the investment companies providing fund options for the Plan will be provided through a Custodial Agreement between Third Party Administrator and Wilmington Trust Retirement And Institutional Services Company ("Wilmington Trust") or its successor, and the Employer hereby agrees to sign a separate Master Custodial Account Administration Agreement with the Third Party Administrator whereby Third Party Administrator will contract for such custodial services on the Employer's behalf with Wilmington Trust. The Employer also agrees that the Third Party Administrator will pay the fees of Wilmington Trust.

The Employer acknowledges that the service of providing investment and/or annuity options to which Plan participants will be able to direct their contributions and assets under the Plan will be provided by investment and/or insurance companies. The Employer hereby agrees to sign separate agreements or contracts with these investment and/or insurance companies in order to receive these services for the Plan. The Employer also agrees that the investment and/or insurance companies may deduct fees from the accounts of Plan participants who direct their contributions and/or assets to the funds and/or products of these companies in accordance with the companies' prospectuses and/or insurance company policies or contracts. The Employer also acknowledges that the investment companies and/or insurance companies may pay commissions to individuals who have contracted with these companies to sell their funds and/or products.

- 3. <u>Compensation.</u> Subject to the terms and conditions hereof, in consideration of the services to be rendered by the Third Party Administrator to Employer hereunder, Employer agrees to pay the Third Party Administrator, commencing on the Effective Date and continuing throughout the Contract Term, unless earlier terminated pursuant to the terms of this agreement, the fees listed in the attached Schedule of Fees in Exhibit I.
- 4. Reimbursement of Expenses. During the Contract Term, the Employer shall, within thirty (30) days after its receipt of appropriate documentation from Third Party Administrator, reimburse Third Party Administrator for any reasonable and necessary out-of-pocket expenses which are properly documented, which are incurred by Third Party Administrator in connection with services rendered to the Plan and services which are not listed or referenced in Section 2 of this Agreement. Any expenses must be approved in advance by the Employer. Failure to obtain such prior approval shall remove any obligation by the Employer to reimburse expenses of the Third Party Administrator.
- 5. <u>Independent Contractor</u>. The parties acknowledge that Third Party Administrator is a skilled professional benefits administrator who will be rendering professional services pursuant to this Agreement. Third Party Administrator will use their professional judgment and expertise to accomplish the details of their work. Third Party Administrator is, and shall for all purposes be considered, an independent contractor, and nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between Third Party Administrator and the Employer (or any affiliate of the Employer). In this respect, Third Party Administrator acknowledges and agrees that they shall have no right or authority to commit or obligate the Employer in any way to any third party or parties unless specifically authorized to do so by an authorized officer of the Employer.

The parties acknowledge that Third Party Administrator is free to perform services for other persons or entities and that this agreement is not an exclusive arrangement for the services of Third Party Administrator.

The parties also acknowledge that, at the time of entering this agreement and during the Contract Term, or any renewal period, Third Party Administrator is or may be engaged to perform services for any other Employer, organization or individual without the permission of the Employer.

Further, Third Party Administrator acknowledges and agrees that they will not be entitled to any benefits generally provided by the Employer to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth in Section 3 above.

It is understood and agreed that Third Party Administrator shall pay all taxes, licenses, and fees levied or assessed on Third Party Administrator in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon wages of Third Party Administrator, its agents, employees, and representatives. Third Party 457CONTRACT

Administrator agrees to require the same agreements of their sub-contractors. Third Party Administrator agrees to furnish the Employer with the information required to enable it to make the necessary reports and pay taxes.

### Confidentiality; Work Product.

- (a) Subject to (b), without the prior written consent of the Employer, Third Party Administrator specifically agrees that they will not at any time during or after the term of this Agreement divulge any confidential information (information not available to the public or which would be generally known by knowledgeable individuals in the industry who do not work for the Employer) obtained by Third Party Administrator during the Contract Term, including, but not limited to, the Employer's methods of operation, designs, concepts, processes, new developments, cost data, price data, trade secrets, formulas, financial condition, or information which came to Third Party Administrator's attention by reason of their performance hereunder. In the event that the Employer takes any legal action against the Third Party Administrator, or if it is necessary for the Third Party Administrator to take any legal action against the Employer in order to enforce the provisions of this Contract, then this section (a) shall become void and the Third Party Administrator shall be free to disclose such information to the extent that it is necessary to provide for a defense against any legal action by the Employer or to pursue any legal action against the Employer.
- (b) Any and all work product, inventions, discoveries, formulas, patterns, devices, compilations, codes, moral rights, developments, trade secrets, know-how, show-how, mask work right, patents, copyrights, trade or service marks, trade names, work made for hire, presentations, seminars, compliance material, position papers, contract forms, document forms, or intellectual property protection or intangible legal rights or interests, developed or acquired in the course of providing services pursuant to this Agreement, shall be the joint property of the Employer and the Third Party Administrator shall have the right to use such information or rights freely without the permission of or compensation to the Employer. If any confidential information as defined in section (a) is included in such material, the material may be used by the Third Party Administrator if any confidential information is deleted before being used.
- Employer Property. Other than property and rights covered by paragraph 6(b), the Employer and Third Party Administrator understand and agree that all Employer records computer print-outs, and any other records, files, documents, drawings, specifications, equipment, books and other similar items relating, in any manner whatsoever, to the business of the Employer shall remain the exclusive property of the Employer. All such books, records, data, logs, programs and records in Third Party Administrator's possession or under Third Party Administrator's control belonging to the Employer shall be immediately returned by Third Party Administrator to the Employer upon any termination of this Agreement or upon any request for such documents and materials by the Employer. To the extent that such books, records, data, logs, programs and records in Third Party Administrator's possession or under Third Party Administrator's control belonging to the Employer also represent a work product of the Third Party Administrator, as defined in section 6(b), the Third Party Administrator may keep a copy of such items, subject to the restrictions and rights of the Third Party Administrator and the Employer as provided in section 6.

4

457CONTRACT

8. Notice. Any notice provided or permitted to be given under this Agreement must be in writing, but may be served by deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested. Notice given by registered mail shall be deemed delivered and effective on the date of delivery shown on the return receipt. Notice may be served in any other manner, including telex, telecopy, telegram, etc., but shall be deemed delivered and effective as of the time of actual delivery. For purposes of notice the addresses of the parties shall be as follows:

If to the Employer, to:

Kit Carson Union Elementary School District
9895 7<sup>th</sup> Avenue
Hanford, CA 93230
Attn: Kelly Mynderup, CBO

If to Third Party Administrator, to:

TCG Administrators
900 S. Capital of Texas Highway, Suite 350
Austin, TX 78746

Such addresses may be changed from time to time, by written notice to the other party.

- 9. <u>Indemnification</u>. Third Party Administrator agrees to accept liability for any federal compliance violations that occur directly as the result of any administrative services, advice, actions, agreements or other activity provided under section 2 of this Agreement, provided that any actions that the Third Party Administrator has advised the Employer to take have been carried out by the Employer as advised or actions that the Employer has been advised by the Third Party Administrator not to take have not been taken as advised. In the event that the Third Party Administrator is liable for any federal compliance violations under the terms of this Agreement, the Third Party Administrator shall provide for correction of the violation(s) by the least expensive method, which alleviates all liability for the Employer in a reasonable time frame for the matter involved.
- 10. <u>Entire Agreement</u>. This Agreement sets forth the entire understanding of the parties with respect to the matters contemplated hereby and any previous agreements or understandings between the parties are superseded by this Agreement. This Agreement shall also replace any and all previous contracts, agreements or understandings between the Employer and the Third Party Administrator.
- 11. <u>Assignability</u>. Third Party Administrator shall have no right to assign, transfer or delegate its rights or obligations hereunder and any attempt thereof shall be void. This Agreement, with the Third Party Administrator's prior written consent, may be assigned or transferred to any affiliate of the Employer or to any partnership or joint venture in which the Employer or any affiliate of the Employer participates. This Agreement shall be binding upon and shall inure to the benefit of, any of the Employer's successors or assigns.

- 12. <u>Amendment of Agreement; Waiver</u>. This Agreement may only be amended or modified by written instrument duly executed by each of the parties hereto. The failure of a party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach.
- 13. <u>Choice of Governing Law and Forum</u>. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Employer's primary administrative offices are located.
- 14. <u>Headings</u>. The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
- 15. <u>Ambiguities</u>. In the event that it shall be determined that there is any ambiguity contained herein, such ambiguity shall not be construed against either party hereto as a result of such party's preparation of this Agreement but shall be construed in light of all of the facts, circumstances and intentions of the parties at the time this Agreement is executed.
- 16. <u>Severability</u>. In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 17. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which is an original and any person may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.
- 18. <u>Mediation</u>. The parties agree to attempt to resolve any disagreements through discussions. If this does not resolve such disagreements, parties agree to seek to resolve any disagreements with voluntary, non-binding Mediation before taking any legal action of any kind. The costs of the mediation shall be shared equally by the parties.
- 19. <u>Contract Termination</u>. This Agreement may be terminated prior to the end of the Contract Term if the Third Party Administrator or the Employer is dissolved or otherwise ceases to continue doing business. This Agreement shall be terminable by Employer upon:
  - (a) The failure by Third Party Administrator to cure the nonperformance of duties outlined in this Agreement or any breach of any provision hereof within 30 days after receiving written notice from Employer; or
  - (b) This Agreement shall automatically terminate upon bankruptcy, insolvency, or upon the assignment for the benefit of creditors by Third Party Administrator; or
    - (c) Conviction of Third Party Administrator of violation of any criminal law or statute;

or <u>457CONTRACT</u> (d) Conviction of Third Party Administrator of performing any fraud or dishonesty affecting Employer or the Plan.

Upon occurrence of any of the foregoing, this Agreement may be terminated by Employer by providing written notice to the Third Party Administrator. The date of termination specified in the notice may be any date thirty (30) days or more after the date of receipt of notice.

Upon termination of this Agreement, neither party shall have any further obligation to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

EMPLOYER:  Kit Carson Union Elementary School District	THIRD PARTY ADMINISTRATOR:  TCG Administrators
	By: JNT Resource Partners Management, LLC, Its general partner
By: Talel Borlow	By:
Name: Todd Barlow	Name: Scott Hauptmann
Title: Superintendent/Principal	Title: COO/Partner

### Exhibit I 457(b) Retirement Savings Plan Schedule of Fees

Schedule of Fees:

\$2.00 per participant per month

Paid by: \_X\_Employer \_\_Employee

# Adoption Agreement to the TCG Administrators 457(b) Plan Document for Governmental Employers

By executing this Adoption Agreement, the Employer hereby adopts the amended and restated TCG Administrators ("TCG") 457(b) Plan Document for Governmental Employers ("Plan") integrated with the provisions selected in this Adoption Agreement;

The Employer is bound by said documents to the extent permitted by the laws of the State in which the Employer is located, as designated herein, and Applicable Law, without limitation including the Internal Revenue Code. To the extent the context dictates, the definitions in the Plan apply to this Adoption Agreement.

NOW THEREFORE, the Employer hereby selects and adopts the following Plan provisions:

#### Section I General

1.1	FULL NAME OF PLAN (Select one):	
	(a) 457(b) Retirement Savings Plan for (Name of Employer): Kit Carson Union Elementary School District	
	(b) Other Name (Must include name of Employer): Kit Carson Union Elementary School District	
1.2	EFFECTIVE DATE OF PLAN: September 15, 2016 (The Effective Date may not be earlier than the first day of the Plan Year in which the Employer executes the Adoption Agreement. If this Adoption Agreement amends and restates an existing Plan, the above Effective Date is the original Effective Date of the Plan, and this amendment and restatement shall be effective as of the date Restatement Date of the Plan as designated herein.)	
1.3	RESTATEMENT DATE OF PLAN (If applicable):	
1.4	NAME OF EMPLOYER (See Section 1.14 of the Plan):	
Kit Carson Union Elementary School District		
	ADDRESS: (Street): 9895 7 <sup>th</sup> Ave	
	(City, State, Zip Code): Hanford, CA 93230	
	(Phone Number): <u>559-582-2843</u>	
1.5	EMPLOYER TAX IDENTIFICATION NUMBER: 91-2128929	
1.6	EMPLOYER FISCAL YEAR means the 12 consecutive month period commencing on July 1 <sup>st</sup> and ending on June 30 <sup>th</sup> .	

#### Section II Compensation

<u>NA</u>	
	Section III Eligibility
1	ITY - Each Employee of the Employer will be eligible to participate in the Plan use excluded under an option selected below. The categories of Employees sell NOT be eligible to participate in the Plan (check any one or more of the following
	No exclusions
	Full-time Employees. Full-time is defined in accordance with the rules of TRS
	Part-time Employees. Part-time is defined as an Employee who is regischeduled to work less than hours per week
	Hourly paid Employees
	Salaried Employees
	Independent Contractors
	Other (be specific):
	Section IV Contributions
ROTH CO	NTRIBUTIONS (See Sections 1.25 and 3.2 of the Plan) - The Employer (check on
	will
	will not
allow Roth	Contributions.

	will allow
	will not allow
Special Catch retirement).  RESTRICTION AGREEMEN Salary Reduces specified below the second se	ONS ON FREQUENCY OF MODIFICATION OF SALARY REDUCTION OT A Participant may modify or revoke a Salary Reduction Agreement, or file a new cition Agreement following a prior revocation, on any payroll date unless otherwise ow. However, such modification, revocation or new Agreement must be made in the effective date of such election. Any restrictions on frequency of modifying the cition Agreement are as follows:
	C ENROLLMENT (See Section 3.1(b) of the Plan) - The Employer (check one):
AUTOMATI	
	will
	will not
provide for a	utomatic enrollment of Employees.
If automatic	enrollment is selected, the Employer will automatically enroll (check one):
	new eligible Employees
	all eligible Employees (new and current)
Also if auton	natic enrollment is selected, then the automatic contribution will be (check one):
	An amount equal to 3% of the Participant's Compensation will be deducted from the Participant's pay and contributed to the Trust
0	The following amount will be deducted from the Participant's Compensation and contributed to the Trust ( <i>choose one</i> ):
	□ % of Compensation
	3% of Compensation for the Participant's first Plan Year of participation, increasing 1% each Plan Year up to a maximum of 6%
	Other (cannot be less than 3% nor more than 10% of the Participant's Compensation):

Under such rules that the Employer establishes, Participants may cease future automatic contributions to the Plan at any time. Only contributions made during the first 90 days of automatic enrollment are eligible for refund to the Participant if the Participant desires to not participate after being automatically enrolled.

### Section V Unforeseeable Emergency Distributions

Unforeseeable Emergency Distributions		
UNFORSEEABLE EMERGENCY DISTRIBUTIONS (See Sections 1.33 and Unless selected below, the Employer will permit Unforeseeable Emergency Unless selected below, the Employer will permit Unforeseeable Emergency Unless the Internal Revenue Code and the Plan.		EABLE EMERGENCY DISTRIBUTIONS (See Sections 1.33 and 5.4 of the Plan) - ected below, the Employer will permit Unforeseeable Emergency Distributions as a section of the Internal Revenue Code and the Plan.
	0	The Employer wishes to review requests for unforeseeable emergency distributions in the following manner:
		Section VI Plan Assets
5.1	THE ASS	ETS OF THE PLAN SHALL BE HELD IN (Complete all applicable)
		A Master Custodial Account with: Wilmington Trust Retirement and Institutional
		Services Company
		A Trust as defined in the Plan (Insert Name of Trust):
		An Annuity Contract as defined in the Plan: VALIC & Security Benefit
	<b></b>	

Signatures on Next Page

# Section VII Execution and Adoption

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Plan. The Employer understands and agrees that these documents may be amended from time to time without the consent of the Employer. This Adoption Agreement is hereby executed this <u>21st</u> day of <u>September</u>, 2016.

EMPLOYER:	21.
Signature	Bolo
Title Superintendent/Prince	cipal

#### Agenda Item:

6c

Consider approving Memorandum of Understanding between Kit Carson Union Elementary School District and Kings County Special Education Local Plan Area

From: Todd Barlow

Purpose: To provide funding for and provide educationally related mental health services to our District students with exceptional needs.

Superintendent's Recommendation: Approval

# JKings County Office of Ed. Lation

Tim Bowers - County Superintendent of Schools

**Kings County Board of Education** 

Area 1 Mickey Thayer

Area 2 Mary Gonzales-Gomez

Area 3 Mike Robinson

Area 4 William Gundacker

Area 5 Rachel Caudillo

# MEMORANDUM OF UNDERSTANDING

between Kit Carson Union Elementary School District and Kings County Special Education Local Plan Area

This Memorandum of Understanding (MOU) is made and entered into as of August 1, 2016, by and between Kit CarsonUnion Elementary School District, hereinafter referred to as "DISTRICT" and Kings County Special Education Local Plan Area, hereinafter referred to as "SELPA". The parties have entered into this MOU for the purpose of funding and providing educationally related mental health services to specified DISTRICT students with exceptional needs.

That for, and in consideration of, the agreements hereinafter contained, the above parties mutually agree to the following stipulations:

Scope of Services.

- a. SELPA shall participate as a member of the IEP team for students who are identified as needing educationally relevant counseling and guidance in order to make educational progress. SELPA shall work jointly in the development of assessments with the DISTRICT staff, provide input to the IEP team to help determine appropriate services, write appropriate goals as part of the student's IEP, provide services as indicated on the IEP, monitor the student's progress towards the educationally relevant counseling and guidance goals and report such progress to DISTRICT administration or Special Education
- b. SELPA staff will maintain logs of service to DISTRICT outlining services provided to each student served by SELPA staff. This log will include the date of service, the service provider, the type of service provided, and the length of time the service lasted.
- c. If a student is placed on Home/Hospital service, SELPA agrees to provide the educationally relevant counseling and guidance services at a mutually agreeable location for the DISTRICT and SELPA.
- d. DISTRICT agrees to provide a confidential location at the school site appropriate for individual or group counseling.
- DISTRICT will provide access to an active internet connection on the DISTRICT campuses; however, hardware will be the responsibility of SELPA. SELPA agrees to have each employee who will access the District's internet connection review, sign, and comply with DISTRICT's "Acceptable Use Policy."
- DISTRICT will submit referral paperwork to SELPA in order to start services for students to be served under the MOU.
- 2. Service Specifications. SELPA shall provide educationally relevant counseling and guidance services as determined by the IEP team to students and their families including the following services as negotiated by all parties:

# Kings County Office of Ed cation

Tim Bowers - County Superintendent of Schools

**Kings County Board of Education** 

Area 1 Mickey Thayer

Area 2 Mary Gonzales-Gomez

Area 3 Mike Robinson

Area 4 William Gundacker

Area 5 Rachel Caudillo

- a. Behavior Coordinator Support: Up to 35 days
- b. Therapeutic Intervention Clinical Intern Counseling: Up to 20 days
- c. Behavior Aide Support: Up to 37 days
- d. Supervision for Therapeutic Intervention Clinical Intern: Up to 4 days
- e. Social Worker Support: Up to 2 days
- Board Certified Behavior Analyst Support: Up to 4 days
- Bilingual School Psychologist Support: Up to 4 days

### 3. Compensation/Billing.

- DISTRICT will provide all received State (6512) and Federal (3327) mental health revenue to SELPA for the provision of the services listed above.
- b. SELPA will provide an invoice for these services at the start of the school year.
- c. A proportionate share of mileage, benefit, office equipment, supplies, office space, curriculum and indirect is included for the above positions.
- 4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of August 1, 2016 and shall remain in effect until July 31, 2017.
- Termination of MOU for Convenience of Either Party. This MOU shall not be terminated for convenience for the duration of the MOU.
- 6. <u>Termination of MOU for Cause</u>. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- This MOU supersedes all previous agreements and 7. Entire Agreement and Modification. constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that, in entering into and executing this MOU, they shall rely solely upon the provisions contained in this MOU.
- 8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- Employment Status. SELPA and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow DISTRICT to exercise direction or control over the professional manner in which SELPA performs the services which are the subject matter of this MOU. SELPA understands and agrees

# Kings County Office of Ed cation

Tim Bowers - County Superintendent of Schools

**Kings County Board of Education** 

Area 1 Mickey Thayer

Area 2 Mary Gonzales-Gomez

Area 3 Mike Robinson

Area 4 William Gundacker

Area 5 Rachel Caudillo

that its employees shall not and will not be eligible for membership in for any benefits from any DISTRICT group plan for hospital, surgical, or medical insurance, or for membership in any DISTRICT retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a DISTRICT employee.

- 10. Warranty of SELPA. SELPA warrants that SELPA and each of the personnel employed or otherwise retained by SELPA for services performed pursuant to this MOU are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Mental health services shall be provided in a manner consistent with all applicable standards and regulations governing such services. Staff will be either Licensed, Credentialed, or Certified to perform the services for which they are hired. SELPA also warrants that all of its employees are covered by a current liability insurance policy during the term of this MOU.
- 11. California Law and Venue. It is agreed this MOU shall be governed by the laws of the State of California. This MOU is made, executed, and performed in the County of Kings.

#### 12. Indemnification.

- a. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
- b. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is
- The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees,
- d. These indemnification obligations shall survive the expiration and/or termination of this MOU.

# Kir. s County Office of Ed cation

Tim Bowers - County Superintendent of Schools



**Kings County Board of Education** 

Area 1 Mickey Thayer

Area 2 Mary Gonzales-Gomez

Area 3 Mike Robinson

Area 4 William Gundacker

Area 5 Rachel Caudillo

- 13. Confidentiality. Services provided by SELPA are confidential in nature. All mental health records shall be maintained by SELPA and not shared with DISTRICT or their officers, agents, or employees, except as authorized by law. Confidential information obtained by DISTRICT or its officers, agents, or employees, in the course of receiving services under this MOU may not be disclosed except as authorized by law or unless DISTRICT secures prior written authorization from SELPA. DISTRICT and their officers, agents, and employees, agree to obey all applicable laws and regulation, including, without limitation, the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by DISTRICT are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. SELPA agrees to have all of its employees abide by these confidentiality laws regarding student records.
- 15. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than SELPA and DISTRICT.
- 16. Integration. This MOU represents the entire understanding of SELPA and DISTRICT as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
- 17. <u>Legal Compliance</u>. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

#### 18. Records.

- a. SELPA shall keep complete accurate records as required by law for the services performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate
- b. SELPA shall assure the confidentiality of any records that are required by law to be so
- c. SELPA shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). SELPA shall train all of its personnel regarding the requirements SELPA shall implement all privacy protections to individual's identifiable protected health information.
- 19. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
- Staffing is dependent on the number of students and amount of services. It is understood these hours may fluctuate based on student's IEP requirements.

# Kings County Office of Ed cation

Tim Bowers - County Superintendent of Schools

VAN

Kings County Board of Education Area 1 Mickey Thayer Area 2
Mary Gonzales-Gomez

Area 3 Mike Robinson Area 4 William Gundacker Area 5 Rachel Caudillo

21. <u>Term.</u> This MOU shall cover the period beginning on August 1, 2016 through the close of business on July 31, 2017. However, this MOU may be extended by the parties' mutual written consent.

Any notice required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by first class mail to the following:

Kings County Special Education Local Plan Area 1144 W Lacey Blvd. Hanford, CA. 93230

And

Kit Carson Union Elementary School District 9895 7th Avenue Hanford, CA. 93202

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent, or (c) in the case of mailing, on the third business day following posting.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date above written. The representatives agree for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

KINGS COUNTY SPECIAL EDUCATION LOC	CAL PLAN AREA
Rebecca Strong, Director Kings County SELPA	DATE
Tim Bowers, Superintendent	DATE

Kings County Office of Education

# Kings County Office of Ed cation

Tim Bowers - County Superintendent of Schools

**Kings County Board of Education** 

Area 1 Mickey Thayer

Area 2 Mary Gonzales-Gomez

Area 3 Mike Robinson

Area 4 William Gundacker

Area 5 Rachel Caudillo

KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT

Todd Barlow, Superintendent Kit Carson Union Elementary School District DATE

#### Agenda Item:

6d

Consider approving the Internship Contract Agreement by and between Brandman University and Kit Carson Union Elementary School District

From: Todd Barlow

Purpose: To authorize an intern to serve in the same capacity as a teacher with a Preliminary credential.

Superintendent's Recommendation: Approval



# INTERNSHIP CONTRACT AGREEMENT

by and between

### BRANDMAN UNIVERSITY

and

# KIT CARSON ELEMENTARY

- Multiple Subject Internship Credential
- Single Subject Internship Credential
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Hanford Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

#### **General Provisions** I.

- The UNIVERSITY agrees and verifies that:
  - i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
  - Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
  - iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

# b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).
- ii. The intern will attend department and faculty meetings and parent-teacher No intern may coach extracurricular conferences when appropriate. activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

### **Support and Supervision Requirements** II.

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

# a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic

standards, frameworks, and accountability systems that drive the curriculum of public schools.

- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
  - (1) valid corresponding Clear or Life credential,
  - (2) three years successful teaching experience, and
  - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify and individual who is does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix C for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
  - v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix C for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

# THE PARTIES MUTUALLY AGREE

A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date

of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Kit Carson Elementary 9895 Seventh Ave. Hanford, CA 93230 Attn: Human Resources Tel: (559) 582-7565 UNIVERSITY INFORMATION:

CONTACT

Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean

Tel: (949) 341-9811

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

# TERM AND TERMINATION OF AGREEMENT

Brandman University and the Kit Carson Elementary agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on September 15, 2016 and continuing until September 14, 2018. This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

# SIGNATURES:

DISTRICT REPRESENTATIVES:	Signature: Name: Title: Date:	ROBIN JONES Superintendent Learning Director  9/16/16
	Signature: Name: Title: Date:	Human Resources  9-16-2016
UNIVERSITY:	Signature: Name: Title: Date:	Phillip L. Doolittle  Executive Vice Chancellor of Finance and Administration and Chief Financial Officer
	Signature:	anshit Sept
	Name:	Dr. Christine Zeppos
	Title:	Dean, School of Education
	Date:	

### APPENDIX A

# Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- Bachelor's Degree Requirement. Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher **(1)** education. Reference: Education Code §§44325, 44326, 44453.
- Subject Matter Requirement. Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) **(2)** in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).

Pre-Service Requirement. **(3)** 

- (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
- (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- Professional Development Plan. The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved **(4)** program of teacher preparation. The plan shall include all of the following:
  - Provisions for an annual evaluation of the intern. (a)
  - A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student (b) teaching.
  - Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, (c) and special education programs for pupils with mild and moderate disabilities.
  - Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in (d) the etiology and methods of teaching children with mild and moderate disabilities.

Supervision of Interns. **(5)** 

- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- To receive program approval, the participating Assignment and Authorization. institution authorizes the candidates in an internship program to assume the functions that **(6)** are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- Participating Districts. Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts **(7)** involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- Early Program Completion Option. Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program (8) completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
  - Pass a written assessment adopted by the commission that assesses knowledge of (a) teaching foundations as well as all of the following:
    - Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
    - Techniques to address learning differences, including working with students with special needs
    - Techniques to address working with English learners to provide access to the curriculum
    - Reading instruction in accordance with state standards
    - Assessment of student progress based on the state content and performance standards
    - Classroom management techniques
    - Methods of teaching the subject fields
  - Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option. (b)
  - Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject (c) Credential only).

(d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) Length of Validity of the Intern Certificate. Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) Non-Displacement of Certificated Employees. The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted. (See Appendix B for examples)
- (12) Bilingual Language Proficiency. Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

### APPENDIX B

District or Consortium Statement of Need Sample Letter

# This must appear on district letter head

To Whom It May Concern:

Our District is experiencing a shortage of available and qualified certificated persons holding appropriate credentials to meet our District employment needs. Although we attend many recruitment fairs and hold district interviews, we have experienced difficulty finding enough teacher candidates to meet our staffing needs. We are seeking ways to hire qualified teachers and believe the Brandman Internship Program will provide a ready solution to this shortage of qualified and certificated persons.

We look forward to working with the Brandman Intern Program and with Brandman Intern teachers. Hiring these Intern teachers will in no way displace teachers already employed in our district or consortium.

Sincerely,

Name Title

### Local Bargaining Unit Sample Letter

# This must be on the Bargaining Unit Letter Head

On behalf of the \_\_\_\_\_ Education Association, I wish to express our support of the \_\_\_\_\_ School District in their efforts to secure an Internship Credential Agreement with Brandman University.

Sincerely

# APPENDIX C Support and Supervision Activities

to be Provided by the District
Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Olympia and Coaching*
Content Specific Coaching (for example, main coaches, reading coaching coaching (for example, main coaches, reading coaching coaching (for example, main coaches, reading coaching coac
New Teacher Orientation
1 .: C A descriptor
Coaching (not evaluation) from Administrator  Co-planning with Special Educator or EL expert to address included special needs students and/or
English learners*  Logistical help before and during school year (bulletin boards, seating arrangements, materials
minitian marent conferences etc.)
1. '4 11
Review/discuss test results with colleagues (CELD) and standardiscuss test results with colleagues (CELD) and standardisc
intern and mentor(s)  Intern Observations of other teachers and classrooms including observations of SDAIE/ELD
lessons*  Support & Supervision Activities Provided through the University
. 10 1 *
Classroom Observations and Coaching* Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.)
the amail phone (voice lext), allu/of video conferences
Weekly Contact with Supervisors via eman, phone (voice, tens);  Intern Observations of other teachers and classrooms including observations of SDAIE/ELD
lessons*
10920119

<sup>\*</sup>May also be used towards the 45-hour EL Support & Supervision Requirement.

Agenda Item:

бе

Consider ratifying the Tulare County Superintendent of Schools Teacher Induction Programs Agreement

From: Todd Barlow

Purpose: To establish a formal working relationship between the parties for a teacher induction program.

Superintendent's Recommendation: Approval

# Tulare County Superintendent of Schools Teacher Induction Programs AGREEMENT

### A. General

This Agreement is entered between the Tulare County Superintendent of Schools (TCSOS), Local Education Agency (LEA) for the Tulare County Teacher Induction Programs and Kit Carson Union Elementary School District to implement the Teacher Induction Programs.

#### B. Parameters

The effective dates for this Agreement are July 1, 2016, through June 30, 2017.

Contract and monitoring responsibilities for the Agreement rest with the Tulare County Superintendent of Schools. If modifications are necessary during the duration of this Agreement, they will be added to this document by mutual agreement of all parties involved.

### C. Purpose

The purpose of this Agreement is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions which will govern this partnership. Tulare County Superintendent of Schools and Kit Carson Union Elementary School District will form a partnership in providing and coordinating services as part of the Tulare County Teacher Induction Programs, hereinafter referred to as "TCTIP."

### D. <u>Responsibilities - General</u>

### Tulare County Superintendent of Schools agrees to:

- a. Employ, at a minimum, a full-time equivalent program director to perform services as described under the heading "Teacher Induction Programs Director" in the program description.
- b. Employ, at a minimum, a full-time secretary to provide for the clerical needs of the program.
- Provide work space for the Teacher Induction Programs Director and secretary, and meeting space for program activities.
- Provide a process for equitable distribution of services to Candidates and Mentors in all participating districts.
- Establish and maintain accurate records and reports; maintain a confidential file to store information on Candidates involving individual progress through the program.
- f. Supply to the California Commission on Teacher Credentialing and the California Department of Education reports and other information as requested on all matters related to program requirements and activities.

- g. Convene the Leadership Team Forum and develop other administrative processes as provided for in the program description.
- h. Participate in the program accreditation process.
- i. Provide Candidates appropriate professional development opportunities designed to support them in meeting the induction requirements for earning their professional credential.

# Kit Carson Union Elementary School District agrees to:

- a. Provide release time for each Site Administrator who has not been previously trained to attend Teacher Induction Programs' Roles and Responsibilities of K-12 Organizations.
- Select Candidates and Mentors to participate in the TCTIP according to the program standards as defined by California mandates.
- c. Assign Candidates to classroom assignments that provide opportunities for success and professional growth, or provide additional assistance/support to Candidates assigned to work in more challenging settings.
- d. Provide exemplary veteran teachers to work as Mentors who will meet regularly with Candidates in order to provide on-going assistance and support (at the district's expense).
- e. Ensure Mentors attend scheduled formative assessment and mentoring training as well as provide a minimum of four half-days of release time to observe and meet with each of their Candidates.
- f. Ensure Candidates and Mentors attend scheduled Professional Development training as outlined by the program.
- g. Ensure Candidates receive release time to meet with their Mentors and to observe/visit exemplary teachers in their classrooms.
- h. Ensure all district and site administrative staff will respect the confidentiality between the Mentor and the Candidate. TCTIP activities, support, and assessment will not be considered in district teacher evaluation, merit pay, salary increases, promotions, or sanctions.
- Ensure that Site Administrator will:
  - (1) Provide opportunities for the Mentor and the Candidate to meet in a private place to interact;
  - (2) Provide site orientation activities for all Candidates designed to inform them of site resources, personnel, procedures, policies, and other appropriate information;
  - (3) Understand and agree that the activities of the Teacher Induction Programs can play no part in the formal evaluation process of any Candidate.
- j. Participate in the program evaluation.
- Appoint a district coordinator who will facilitate district general responsibilities as described above and participate in Teacher Induction Programs Leadership Team activities.
- When providing Mentors, District agrees to provide qualified Mentors who have:
  - (1) Knowledge of the context and the content area of the Candidate's teaching assignment;
  - (2) Demonstrated commitment to professional learning and collaboration;
  - (3) Possession of a Clear Teaching Credential

(4) A minimum of three years of effective teaching experience.

m. The District will agree to:

- Identify and assign a Mentor to each participating teacher within the first 30 days of the
  participant's enrollment in the program, matching the Mentor and Candidate according to grade
  level and/or subject area as appropriate to the participant's employment;
- (2) Ensure that each Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the Mentor, and "just in time" support, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills;
- (3) Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program;
- (4) The Individual Learning Plan which must be designed and implemented solely for the professional growth and development of the Candidate and not for evaluation for employment purposes;
- (5) The cut-off date for enrollment into Induction is October 28, 2016; if Candidates are hired after this date, the district will agree to provide support for the Candidate for the remainder of the school year, until the start of the new school year, when the Candidate will enroll in Induction.

### E. Responsibilities - Fiscal

### TCSOS, in its capacity as LEA, agrees to:

- a. Provide overall fiscal responsibility for the administration of the program.
- b. Develop and maintain a budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities listed in D, above.
- Expend income according to regularly established policies and procedures of the Tulare County Office
  of Education.

# Kit Carson Union Elementary School District agrees to:

- a. Develop and maintain a district budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities listed in D, above.
- b. The following fee structure for participation in the program applies. The cost will be \$3,000 per Candidate, per year (regardless of the Candidate's start date).

The District will be billed in September for their Candidates who are in the program at that time. The District will then be billed a second time in December for any teachers who were added to the program after the September billing.

### F. Other Conditions

Any and all products developed by TCTIP are the exclusive property of the Tulare County Superintendent of Schools. School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the expressed written permission of TCSOS and TCTIP.

TCSOS and TCTIP shall have the authority to adapt and adopt materials developed by TCTIP for dissemination purposes.

For those participants that meet the Early Completion Option requirements the fee will be \$4,000 for the one-year experience.

TULARE COUNTY SUPERINTENDENT OF SCHOOLS: KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT: By: By: Signature of Authorized District Official Signature of Authorized Official Kit Carson Union Elementary School District Tulard County Superintendent of Schools Todd Barlow Name: Jim Yidak Name: Superintendent Title: County Superintendent of Schools Title: Date: